

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2025

FiscalNote

FISCALNOTE HOLDINGS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-396972
(Commission File Number)

88-3772307
(I.R.S. Employer
Identification No.)

**1201 Pennsylvania Avenue NW, 6th Floor,
Washington, D.C. 20004**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (202) 793-5300

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	NOTE	NYSE
Warrants to purchase one share of Class A common stock, each at an exercise price of \$11.50 per share	NOTE.WS	NYSE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of August 4, 2025, the registrant had 163,909,082 shares of Class A common stock, \$0.0001 par value per share, outstanding, and 8,290,921 shares of Class B common Stock, \$0.0001 par value per share, outstanding.

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Forward-Looking Statements

This Quarterly Report on Form 10-Q includes statements that express our opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, “forward-looking statements.” These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms “believes,” “estimates,” “anticipates,” “expects,” “seeks,” “projects,” “intends,” “plans,” “may” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They may appear in a number of places throughout this Quarterly Report on Form 10-Q, including Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Part II, Item 1A, “Risk Factors,” and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our future results of operations, financial condition and liquidity; our prospects, growth, strategies and the markets in which FiscalNote operates. Such forward-looking statements are based on available current market material and management’s expectations, beliefs and forecasts concerning future events impacting FiscalNote. Factors that may impact such forward-looking statements include:

- concentration of revenues from U.S. government agencies, changes in the U.S. government spending priorities, dependence on winning or renewing U.S. government contracts, delay, disruption or unavailability of funding on U.S. government contracts, and the U.S. government's right to modify, delay, curtail or terminate contracts;
- FiscalNote’s ability to successfully execute on its strategy to achieve and sustain organic growth through a focus on its core Policy business, including risks to FiscalNote’s ability to develop, enhance, and integrate its existing platforms, products, and services, bring highly useful, reliable, secure and innovative products, product features and services to market, attract new customers, retain existing customers, expand its products and service offerings with existing customers, expand into geographic markets or identify other opportunities for growth;
- FiscalNote's future capital requirements, as well as its ability to service its repayment obligations and maintain compliance with covenants and restrictions under its existing debt agreements;
- demand for FiscalNote's services and the drivers of that demand;
- the impact of cost reduction initiatives undertaken by FiscalNote;
- risks associated with international operations, including compliance complexity and costs, increased exposure to fluctuations in currency exchange rates, political, social and economic instability, potential imposition of new or novel taxes on digital or subscription sales on the platforms, products and services FiscalNote provides, and supply chain disruptions;
- FiscalNote's ability to introduce new features, integrations, capabilities and enhancements to its products and services, as well as obtain and maintain accurate, comprehensive and reliable data to support its products, and services;
- FiscalNote's reliance on third-party systems and data, its ability to integrate such systems and data with its solutions and its potential inability to continue to support integration;
- FiscalNote’s ability to maintain and improve its methods and technologies, and anticipate new methods or technologies, for data collection, organization, and analysis to support its products and services;
- potential technical disruptions, cyberattacks, security, privacy or data breaches or other technical or security incidents that affect FiscalNote's networks or systems or those of its service providers;
- competition and competitive pressures in the markets in which FiscalNote operates, including larger well-funded companies shifting their existing business models to become more competitive with FiscalNote;
- FiscalNote's ability to comply with laws and regulations in connection with selling products and services to U.S. and foreign governments and other highly regulated industries;
- FiscalNote's ability to retain or recruit key personnel;
- FiscalNote's ability to adapt its products and services for changes in laws and regulations or public perception, or changes in the enforcement of such laws, relating to artificial intelligence, machine learning, data privacy and government contracts;
- adverse general economic and market conditions reducing spending on our products and services;
- the outcome of any known and unknown litigation and regulatory proceedings;
- FiscalNote's ability to maintain public company-quality internal control over financial reporting; and
- FiscalNote's ability to adequately protect and maintain its brands and other intellectual property rights.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the “Risk Factors” section of this Quarterly Report on Form 10-Q and the other documents filed by us from time to time with the U.S.

Securities and Exchange Commission ("SEC"). The forward-looking statements contained in this Quarterly Report on Form 10-Q are based on current expectations and beliefs concerning future developments and their potential effects on us and our business. There can be no assurance that future developments affecting us will be those that we have anticipated. We undertake

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no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

FISCALNOTE HOLDINGS, INC.
Condensed Consolidated Balance Sheets
(in thousands, except shares, and par value)

	(Unaudited) June 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 34,009	\$ 28,814
Restricted cash	644	640
Short-term investments	4,508	5,796
Accounts receivable, net	9,357	13,465
Costs capitalized to obtain revenue contracts, net	2,557	3,016
Prepaid expenses	2,666	2,548
Other current assets	2,931	2,908
Total current assets	<u>56,672</u>	<u>57,187</u>
Property and equipment, net	4,582	5,051
Capitalized software costs, net	12,348	15,099
Noncurrent costs capitalized to obtain revenue contracts, net	2,644	3,197
Operating lease assets	14,580	15,620
Goodwill	139,776	159,061
Customer relationships, net	33,407	41,717
Database, net	15,112	16,147
Other intangible assets, net	9,177	13,018
Other non-current assets	51	100
Total assets	<u>\$ 288,349</u>	<u>\$ 326,197</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Current maturities of long-term debt	\$ -	\$ 36
Accounts payable and accrued expenses	7,641	8,462
Deferred revenue, current portion	32,729	35,253
Customer deposits	1,089	1,850
Operating lease liabilities, current portion	3,267	3,386
Other current liabilities	706	2,266
Total current liabilities	<u>45,432</u>	<u>51,253</u>
Long-term debt, net of current maturities	116,748	147,041
Deferred tax liabilities	615	1,934
Deferred revenue, net of current portion	454	222
Operating lease liabilities, net of current portion	20,948	22,490
Public and private warrant liabilities	1,522	2,458
Other non-current liabilities	4,816	2,968
Total liabilities	<u>190,535</u>	<u>228,366</u>
Commitment and contingencies (Note 16)		
Temporary equity (2,596,050 Class A Common Stock issued and outstanding at June 30, 2025)	2,719	-
Stockholders' equity:		
Class A Common stock (\$0.0001 par value, 1,700,000,000 authorized, 155,049,637 and 142,794,386 issued and outstanding at June 30, 2025 and December 31, 2024, respectively)	15	14
Class B Common stock (\$0.0001 par value, 9,000,000 authorized, 8,290,921 issued and outstanding at June 30, 2025 and December 31, 2024, respectively)	1	1
Additional paid-in capital	914,362	899,929
Accumulated other comprehensive income (loss)	5,137	4,786
Accumulated deficit	(824,420)	(806,899)
Total stockholders' equity	<u>95,095</u>	<u>97,831</u>
Total liabilities, temporary equity and stockholders' equity	<u>\$ 288,349</u>	<u>\$ 326,197</u>

See accompanying notes to unaudited condensed consolidated financial statements.

FISCALNOTE HOLDINGS, INC.
Condensed Consolidated Statements of Operations and Comprehensive Income (Loss)
(in thousands, except shares and per share data)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenues:				
Subscription	\$ 21,380	\$ 27,151	\$ 46,612	\$ 56,777
Advisory, advertising, and other	1,884	2,095	4,163	4,581
Total revenues	23,264	29,246	50,775	61,358
Operating expenses: ⁽¹⁾				
Cost of revenues, including amortization	4,948	6,863	11,932	14,107
Research and development	2,267	3,205	5,370	6,685
Sales and marketing	6,692	9,001	14,451	18,416
Editorial	3,472	4,453	8,270	9,113
General and administrative	11,378	11,260	27,676	27,336
Amortization of intangible assets	1,934	2,420	4,265	5,105
Transaction (gains) costs, net	-	-	-	(4)
Total operating expenses	30,691	37,202	71,964	80,758
Operating loss	(7,427)	(7,956)	(21,189)	(19,400)
Loss (gain) on sale of business (Note 4)	319	-	(15,424)	(71,599)
Interest expense, net	4,338	5,320	9,465	12,682
Change in fair value of financial instruments	1,577	(854)	906	(327)
Loss on debt extinguishment	-	-	1,784	-
Other (income) expense, net	405	18	435	259
Net (loss) income before income taxes	(14,066)	(12,440)	(18,355)	39,585
(Benefit) provision from income taxes	(795)	324	(834)	1,750
Net (loss) income	(13,271)	(12,764)	(17,521)	37,835
Other comprehensive income (loss)	50	55	351	(61)
Total comprehensive (loss) income	\$ (13,221)	\$ (12,709)	\$ (17,170)	\$ 37,774

Earnings (loss) per share attributable to common shareholders (Note 13):

Basic and Diluted	\$ (0.08)	\$ (0.09)	\$ (0.11)	\$ 0.28
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Weighted average shares used in computing earnings (loss) per share attributable to common shareholders:

Basic and Diluted	160,000,492	134,407,109	155,668,949	132,763,763
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⁽¹⁾ Amounts include stock-based compensation expenses, as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Cost of revenues, including amortization	\$ 45	\$ 107	\$ 60	\$ 208
Research and development	258	374	584	684
Sales and marketing	366	270	451	696
Editorial	150	165	216	265
General and administrative	3,145	2,613	6,028	7,851

See accompanying notes to unaudited condensed consolidated financial statements.

FISCALNOTE HOLDINGS, INC.
Condensed Consolidated Statements of Changes in Stockholders' Equity (Deficit)
(in thousands, except share data)
(Unaudited)

	Temporary Equity		Equity (Deficit)					
	Preferred Stock		Common Stock		Additional paid-in capital	Accumulated other comprehensive income(loss)	Accumulated deficit	Total stockholders' equity (deficit)
	Shares	Amount	Shares	Amount				
Balance at December 31, 2023	-	\$ -	129,970,750	\$ 12	\$ 860,485	\$ (622)	\$ (816,416)	\$ 43,459
Issuance of Class A common stock upon vesting of restricted share units	-	-	867,341	-	-	-	-	-
Issuance of Class A common stock upon exercise of employee stock purchase plan	-	-	202,327	-	196	-	-	196
Stock-based compensation expense	-	-	-	-	6,175	-	-	6,175
Withholding taxes on net share settlement of stock-based compensation and option exercises	-	-	-	-	76	-	-	76
Change in fair value of debt instruments (Note 15)	-	-	-	-	-	5,707	-	5,707
Net income	-	-	-	-	-	-	50,599	50,599
Foreign currency translation loss	-	-	-	-	-	(116)	-	(116)
Balance at March 31, 2024	-	\$ -	131,040,418	\$ 12	\$ 866,932	\$ 4,969	\$ (765,817)	\$ 106,096
Issuance of Class A common stock upon vesting of restricted share units	-	-	1,292,237	1	-	-	-	1
Note conversion	-	-	6,852,099	1	9,966	-	-	9,967
Stock-based compensation expense	-	-	-	-	3,529	-	-	3,529
Withholding taxes on net share settlement of stock-based compensation and option exercises	-	-	-	-	8	-	-	8
Net loss	-	-	-	-	-	-	(12,764)	(12,764)
Foreign currency translation gain	-	-	-	-	-	55	-	55
Balance at June 30, 2024	-	\$ -	139,184,754	\$ 14	\$ 880,435	\$ 5,024	\$ (778,581)	\$ 106,892
Balance at December 31, 2024	-	\$ -	151,085,307	\$ 15	\$ 899,929	\$ 4,786	\$ (806,899)	\$ 97,831
Issuance of Class A common stock upon vesting of restricted stock units	-	-	888,481	-	-	-	-	-
Issuance of Class A common stock upon exercise of employee stock purchase plan and exercise of stock options	-	-	164,446	-	148	-	-	148
Dragonfly note conversion	-	-	67,357	-	73	-	-	73
GPO convertible note interest conversion	-	-	745,722	-	946	-	-	946
Era Note (Note 8)	2,596,050	2,719	(1,204,016)	-	-	-	-	-
Brokerage Shares issued	-	-	300,000	-	315	-	-	315
Accretion of preferred stock to redemption value	-	-	-	-	-	-	-	-
Exercise of stock options	-	-	-	-	-	-	-	-
Stock-based compensation expense	-	-	-	-	3,375	-	-	3,375
Withholding taxes on net share settlement of stock-based compensation and option exercises	-	-	-	-	(42)	-	-	(42)
Net loss	-	-	-	-	-	-	(4,250)	(4,250)
Foreign currency translation gain	-	-	-	-	-	301	-	301
Balance at March 31, 2025	2,596,050	\$ 2,719	152,047,297	\$ 15	\$ 904,744	\$ 5,087	\$ (811,149)	\$ 98,697
Issuance of Class A common stock upon vesting of restricted stock units	-	\$ -	2,408,414	-	-	-	-	-
GPO convertible note interest conversion	-	-	1,691,702	-	956	-	-	956
Note conversion	-	-	7,193,145	1	4,781	-	-	4,782
Stock-based compensation expense	-	-	-	-	3,965	-	-	3,965
Withholding taxes on net share settlement of stock-based compensation and option exercises	-	-	-	-	(84)	-	-	(84)
Net loss	-	-	-	-	-	-	(13,271)	(13,271)
Foreign currency translation gain	-	-	-	-	-	50	-	50
Balance at June 30, 2025	2,596,050	\$ 2,719	163,340,558	\$ 16	\$ 914,362	\$ 5,137	\$ (824,420)	\$ 95,095

See accompanying notes to unaudited condensed consolidated financial statements.

FISCALNOTE HOLDINGS, INC.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(Unaudited)

	Six Months Ended June 30,	
	2025	2024
Operating Activities:		
Net (loss) income	\$ (17,521)	\$ 37,835
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:		
Depreciation	502	603
Amortization of intangible assets and capitalized software development costs	9,576	10,040
Amortization of deferred costs to obtain revenue contracts	1,688	1,885
Gain on sale of businesses (Note 4)	(15,424)	(71,599)
Non-cash operating lease expense	1,015	1,147
Stock-based compensation	7,339	9,704
Bad debt expense	190	243
Change in fair value of acquisition contingent consideration	-	(4)
Unrealized loss on securities	71	80
Change in fair value of financial instruments	906	(327)
Deferred income taxes	(61)	(561)
Paid-in-kind interest, net	3,739	3,964
Non-cash interest expense	2,011	1,469
Loss on debt extinguishment, net	1,784	-
Changes in operating assets and liabilities:		
Accounts receivable, net	1,622	1,939
Prepaid expenses and other current assets	(1,111)	(1,628)
Costs capitalized to obtain revenue contracts, net	(1,177)	(1,479)
Other non-current assets	42	183
Accounts payable and accrued expenses	(6)	(2,662)
Deferred revenue	5,298	8,974
Customer deposits	(572)	(774)
Other current liabilities	(1,072)	1,791
Contingent liabilities from acquisitions, net of current portion	-	(13)
Operating lease liabilities	(1,541)	(1,737)
Other non-current liabilities	(193)	(61)
Net cash used in operating activities	(2,895)	(988)
Investing Activities:		
Capital expenditures	(3,474)	(4,433)
Cash proceeds from the sale of business, net (Note 4)	40,269	91,384
Net cash provided by investing activities	36,795	86,951
Financing Activities:		
Proceeds from long-term debt, net of issuance costs	-	801
Principal payments of long-term debt	(27,172)	(65,754)
Payment of deferred financing costs	(1,793)	(7,068)
Proceeds from exercise of stock options and employee stock purchase plan purchases	148	196
Net cash used in financing activities	(28,817)	(71,825)
Effects of exchange rates on cash	116	(111)
Net change in cash, cash equivalents, and restricted cash	5,199	14,027
Cash, cash equivalents, and restricted cash, beginning of period	29,454	17,300
Cash, cash equivalents, and restricted cash, end of period	\$ 34,653	\$ 31,327
Supplemental Noncash Investing and Financing Activities:		
Issuance of common stock for conversion of debt and interest	\$ 1,902	\$ 9,967
Amounts held in escrow related to the sale of businesses	\$ 400	\$ 285
Property and equipment purchases included in accounts payable	\$ 67	\$ 121
Supplemental Cash Flow Activities:		
Cash paid for interest	\$ 4,911	\$ 8,509
Cash paid for taxes	\$ 834	\$ 172

See accompanying notes to unaudited condensed consolidated financial statements.

FISCALNOTE HOLDINGS, INC.
Notes to the Condensed Consolidated Financial Statements
(in thousands, except shares, par value, per share amounts, or as otherwise noted)
(Unaudited)

Note 1. Summary of Business and Significant Accounting Policies

Description of Business

FiscalNote Holdings, Inc. ("FiscalNote," or the "Company") is a leading provider of artificial intelligence ("AI") driven policy and regulatory intelligence solutions. By uniquely combining proprietary artificial intelligence technology, comprehensive data, and decades of trusted analysis, FiscalNote helps customers efficiently manage political and business risk. Since 2013, the Company has pioneered solutions that deliver critical insights, enabling effective decision making and giving organizations the competitive edge they need.

Home to PolicyNote, CQ, Roll Call, VoterVoice, and many other industry-leading products and brands, FiscalNote serves thousands of customers worldwide with its global offices in North America, Europe, Asia and Australia. The Company is headquartered in Washington, D.C.

Principles of Consolidation

The condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances have been eliminated in consolidation.

These condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information. Accordingly, they do not include all of the financial information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of the Company's management, the unaudited condensed consolidated financial statements include all adjustments necessary for the fair presentation of the Company's balance sheet and its results of operations, including its comprehensive loss, temporary equity, stockholders' equity (deficit), and cash flows. All adjustments are of a normal recurring nature. The results for the six months ended June 30, 2025 are not necessarily indicative of the results to be expected for any subsequent quarter or for the fiscal year ending December 31, 2025. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

Liquidity

The Company's cash, cash equivalents, restricted cash, and short-term investments were \$39.2 million at June 30, 2025, compared with \$35.3 million at December 31, 2024. Further, the Company had a negative working capital balance of \$27.9 million (excluding cash and short-term investments) at June 30, 2025 and had an accumulated deficit of \$824.4 million and \$806.9 million as of June 30, 2025 and December 31, 2024, respectively, and has incurred net losses (excluding the effect of the gain on sale of businesses) of \$32.9 million and \$33.8 million for the six months ended June 30, 2025 and 2024, respectively.

The Company has implemented various cost saving measures throughout 2023, 2024 and 2025 to rationalize its cost structure. Accordingly, the Company has improved its cash used in operations by approximately \$67 million when comparing its cash used in operations for the twelve months ended June 30, 2025 to the cash used in operations for the twelve months ended June 30, 2023. Historically the Company has partially funded its operations through raising equity and debt as well as selling assets (see Note 4, Acquisitions and Dispositions). The Company may execute other strategic actions to maximize stakeholder value, including further expense reductions, sale of all or portions of the business, corporate capital restructuring or formal reorganization, or liquidation of assets.

As described in Note 17 "Subsequent Events," on August 12, 2025 we completed the previously reported refinancing of a substantial amount of our legacy indebtedness, including a refinance of the prior Senior Term Loan with the 2025 Senior Term Loan. The 2025 Senior Term Loan contains four financial covenants: a minimum cash balance requirement, a minimum ARR requirement, a minimum adjusted EBITDA requirement and a capital expenditure limitation. The Company expects to be in compliance with these financial covenants, and to have adequate cash and cash flows to support its operating, investing, and financing activities for at least the next twelve months from the date of this filing. The Company's ability to maintain compliance with these financial covenants and satisfy its cash interest and principal repayment requirements under our new 2025 Senior Term Loan are based on the Company's current expectations regarding revenues, collections, cost structure, current cash burn rate, and other operating assumptions. Pursuant to the 2025 Senior Term Loan, if the Company does not maintain compliance with all of its financial covenants, the lenders may declare the amounts outstanding due and payable at which time the Company would not be able to satisfy the lenders' rights.

Segments

The Company is the leading technology provider of global policy and market intelligence and operates out of a single operating segment. The Company derives revenues from customers by delivering critical, actionable legal and policy insights in a rapidly evolving political, regulatory and macroeconomic environment.

The Company's chief operating decision making ("CODM") is the chief executive officer. The chief operating decision maker assesses performance for the single operating segment and decides how to allocate resources based on net income that also is reported on the income statement as consolidated net (loss) income. The measure of segment assets is reported on the balance sheet as total consolidated assets. The

Company does not have intra-equity sales or transfers. The Company operates as a single operating segment as the chief operating decision maker manages the business activities on a consolidated basis.

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The primary financial measures used by the CODM to evaluate performance and allocate resources are net income (loss) and operating income (loss). The CODM uses net income (loss) and operating income (loss) to evaluate the performance of the Company's ongoing operations and as part of the Company's internal planning and forecasting processes. Information on Net income (loss) and Operating income (loss) is disclosed in the Consolidated Statement of Operations. Segment expenses and other segment items are provided to the CODM on the same basis as disclosed in the Consolidated Statement of Operations.

The CODM does not evaluate performance or allocate resources based on assets of the single segment, and therefore such information is not presented in the notes to the financial statements.

Earnings per Share

Basic earnings per share ("EPS") is calculated by dividing the net income or loss available to common stockholders by the weighted average number of shares of common stock outstanding for the period without consideration for common stock equivalents. Diluted EPS is computed by dividing the net income or loss available to common stockholders by the weighted average number of shares of common stock outstanding for the period and the weighted average number of dilutive common stock equivalents outstanding for the period determined using the if-converted method (convertible debt instruments) or treasury-stock method (warrants and share-based payment arrangements). For purposes of this calculation, common stock issuable upon conversion of debt, options and warrants are considered to be common stock equivalents and are only included in the calculation of diluted earnings per share when their effect is dilutive.

Fair Value of Financial Instruments

The Company has elected the fair value option for the GPO Convertible Note, Dragonfly Seller Convertible Notes, and the Era Convertible Notes, refer to *Note 8, Debt* for further details. The Company records changes in fair value through the condensed consolidated statement of operations where the portion of the change that results from a change in the instrument-specific credit risk is recorded separately in accumulated other comprehensive income, if applicable. Additionally, under the fair value option, all issuance costs are expensed in the period that the debt is incurred.

Investments

The Company has invested in highly liquid investments that have investment-grade ratings. These investments are accounted for at fair value through the condensed consolidated statement of operations. The Company is able to easily liquidate these into cash; accordingly, the Company has presented these investments as available for current operations and are presented as short-term investments within current assets in the condensed consolidated balance sheets. Purchases and sales of short-term investments are classified in the investing section of our consolidated statement of cash flows.

Concentrations of Risks

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company generally maintains its cash and cash equivalents with various nationally recognized financial institutions. The Company's cash and cash equivalents at times exceed amounts guaranteed by the Federal Deposit Insurance Corporation. The Company considers cash on deposit and all highly liquid investments with original maturities of three months or less to be cash and cash equivalents. At June 30, 2025, approximately 77% of the Company's cash and cash equivalents were held at JPMorgan Chase Bank, N.A.

The Company does not require collateral for accounts receivable. The Company maintains an allowance for its doubtful accounts receivable due to estimated credit losses. This allowance is based upon historical loss patterns, the number of days billings are past due, collection history of each customer, an evaluation of the potential risk of loss associated with delinquent accounts and current market conditions and reasonable and supportable forecasts of future economic conditions to inform adjustments to historical loss patterns. The Company records the allowance against bad debt expense through the condensed consolidated statements of operations, included in sales and marketing expense, up to the amount of revenues recognized to date. Any incremental allowance is recorded as an offset to deferred revenue on the condensed consolidated balance sheets. Receivables are written off and charged against the recorded allowance when the Company has exhausted collection efforts without success. As of June 30, 2025 and December 31, 2024, allowance for credit losses of \$1,546 and \$1,343, respectively, was included in the accounts receivable, net balance.

No single customer accounted for more than 10% of the Company's accounts receivable balance as of June 30, 2025 and December 31, 2024. Revenues derived from the U.S. Federal Government were 18% and 17% of revenues for the six months ended June 30, 2025 and 2024, respectively. As of June 30, 2025 and December 31, 2024, assets located in the United States were approximately 97% and 85% of total assets, respectively.

As of June 30, 2025 no vendors accounted for more than 10% of the Company's accounts payable balance. Two vendors individually accounted for more than 10% of the Company's accounts payable balance as of December 31, 2024. During the six months ended June 30, 2025 and 2024, one vendor and no vendor, respectively, represented more than 10% of the total purchases made.

Recent Accounting Pronouncements Not Yet Effective

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09 *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires public entities to disclose disaggregated information about a reporting entity's effective tax rate reconciliation as well as additional information on income taxes paid. For public entities, ASU 2023-09 is required to be adopted for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of ASU 2023-09 on its income tax disclosures.

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In November 2024, the FASB issued ASU 2024-03 *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*, as amended by ASU 2025-01, which requires public entities to disclose disaggregated information about certain income statement line items in the notes to the financial statements. For public entities, ASU 2024-03 is required to be adopted for annual periods beginning after December 15, 2026 and for interim periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating this ASU to determine its impact on the Company's disclosures.

Note 2. Business Combination with DSAC

On July 29, 2022, the Company consummated the transactions contemplated by the Agreement and Plan of Merger, dated as of November 7, 2021, and as amended on May 9, 2022, (the "Merger Agreement"), by and among FiscalNote Holdings, Inc., a Delaware corporation ("Old FiscalNote"), Duddell Street Acquisition Corp., a Cayman Islands exempted company ("DSAC"), and Grassroots Merger Sub, Inc., a Delaware Corporation and a wholly owned direct subsidiary of DSAC ("Merger Sub" and, together with DSAC, the "DSAC Parties"). Pursuant to these transactions, Merger Sub merged with and into Old FiscalNote, with Old FiscalNote becoming a wholly owned subsidiary of DSAC (the "Business Combination" and, collectively with the other transactions described in the Business Combination Agreement, the "Transactions"). In connection with the closing of the Transactions, DSAC domesticated and continued as a Delaware corporation under the name of "FiscalNote Holdings, Inc." ("New FiscalNote"). Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q to the "Company," "FiscalNote," "we," "us," or "our" refer to the business of Old FiscalNote, which became the business of New FiscalNote and its subsidiaries following the closing on July 29, 2022. Subsequent to the closing of the Business Combination, the Company's Class A common stock and public warrants began trading on the New York Stock Exchange ("NYSE") under the symbols "NOTE" and "NOTE.WS," respectively. The Company accounted for the Business Combination as a reverse recapitalization whereby Old FiscalNote was determined as the accounting acquirer and DSAC as the accounting acquiree. Accordingly, the Business Combination was treated as the equivalent of Old FiscalNote issuing stock for the net assets of DSAC, accompanied by a recapitalization. The net assets of DSAC are stated at historical cost, with no goodwill or other intangible assets recorded.

In connection with the closing of the Business Combination Agreement, FiscalNote also entered into the Credit Agreement with Runway Growth Finance Corp., ORIX Growth Capital, LLC, Clover Orochi LLC, and ACM ASOF VIII SaaS FinCo LLC (together the "New Senior Lenders"), pursuant to which a new senior term loan was consummated simultaneously with the Closing (the "Prior Senior Term Loan").

Note 3. Revenues

Disaggregation of Revenue

The following table depicts the Company's disaggregated revenue for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Subscription	\$ 21,380	\$ 27,151	\$ 46,612	\$ 56,777
Advisory	313	965	1,376	2,222
Advertising	500	308	955	822
Books	4	33	6	181
Other revenue	1,067	789	1,826	1,356
Total	\$ 23,264	\$ 29,246	\$ 50,775	\$ 61,358

Revenue by Geographic Locations

The following table depicts the Company's revenue by geographic operations for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
North America	\$ 21,699	\$ 23,064	\$ 43,609	\$ 49,061
Europe	1,255	5,382	6,552	10,651
Australia	310	319	614	622
Asia	-	481	-	1,024
Total	\$ 23,264	\$ 29,246	\$ 50,775	\$ 61,358

Revenues by geography are determined based on the region of the Company's contracting entity, which may be different than the region of the customer. North America revenue consists solely of revenue attributed to the United States. For the three months ended June 30, 2025 and 2024, revenue attributed to the United Kingdom represented approximately 0% and 14% of total revenues, respectively. For the six months ended June 30, 2025 and 2024, revenue attributed to the United Kingdom represented approximately 8% and 13% of total revenues, respectively. No

other foreign country represented more than five percent of total revenue during the three and six months ended June 30, 2025 and 2024.

Contract Assets

The Company had contract assets of \$769, \$1,240, and \$1,183 as of June 30, 2025, December 31, 2024, and December 31, 2023, respectively. Contract assets are generated when contractual billing schedules differ from the timing of revenue recognition or cash

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collections. They represent a conditional right to consideration for satisfied performance obligations that becomes a receivable when the conditions are satisfied. They are recorded as part of other current assets on the condensed consolidated balance sheets.

Deferred Revenue

Details of the Company's deferred revenue for the periods presented are as follows:

Balance at December 31, 2023	\$	44,405
Sale of Board.org		(9,117)
Revenue recognized in the current period from amounts in the prior balance		(29,664)
New deferrals, net of amounts recognized in the current period		38,632
Effects of foreign currency		(126)
Balance at June 30, 2024	\$	<u>44,130</u>
Balance at December 31, 2024	\$	35,475
Sale of Dragonfly and Oxford Analytica		(7,342)
Revenue recognized in the current period from amounts in the prior balance		(25,871)
New deferrals, net of amounts recognized in the current period		30,453
Effects of foreign currency		468
Balance at June 30, 2025	\$	<u>33,183</u>

Costs Capitalized to Obtain Revenue Contracts

During the six months ended June 30, 2025 and 2024, the Company capitalized \$1,124 and \$1,476, respectively, of costs to obtain revenue contracts. The Company amortized costs capitalized to obtain revenue contracts in the amount of \$804 and \$876 to sales and marketing expense during the three months ended June 30, 2025 and 2024, respectively, and \$1,688 and \$1,885 during the six months ended June 30, 2025 and 2024, respectively. There were no impairments of costs capitalized to obtain revenue contracts for the three and six months ended June 30, 2025 and 2024.

Unsatisfied Performance Obligations

At June 30, 2025, the Company had \$75,159 of remaining contract consideration for which revenue has not been recognized due to unsatisfied performance obligations. The Company expects to recognize this over the next five years.

Note 4. Dispositions

2025 Dispositions

On February 21, 2025 (the "Signing Date"), the Company entered into an equity purchase agreement (the "Equity Purchase Agreement") with Factiva Ltd., ("Factiva") a limited company organized under the laws of England and Wales, providing for the sale of all of the outstanding equity interests in each of Dragonfly Eye Limited, a UK private limited company ("Dragonfly"), and The Oxford Analytica International Group, LLC, a Delaware limited liability company ("Oxford" and collectively with Dragonfly, the "Sold Businesses"). At closing of the sale on March 31, 2025, after adjustments based on the Sold Businesses estimated working capital, indebtedness, and transaction expenses, the Company received \$40,000 in cash (excluding \$400 of the purchase price that was deposited into escrow to satisfy certain potential post-closing purchase price adjustments and indemnification claims and including \$813 of cash acquired by Factiva). The Equity Purchase Agreement contains representations, warranties and indemnification obligations of the parties customary for transactions similar to those contemplated by the Equity Purchase Agreement. As a result of the sale, the Company recorded a pre-tax gain on disposal of \$15,424. The purchase price is subject to adjustment pursuant to the Equity Purchase Agreement; accordingly, the gain on sale may increase, or decrease, as the case may be, upon finalization of the purchase price.

The proceeds from the sale were used in part to prepay and retire \$27,136 of term loans under the Company's Credit Agreement, and pay \$1,793 of related prepayment and exit fees associated with the retired amount. The remaining \$11,071 of net proceeds were retained by the Company to pay for related transaction costs, cash taxes that may result from the sale, and general corporate purposes. As part of the sale, the Company recorded a current tax receivable for federal and state income tax of \$281.

The Company determined that Oxford Analytica and Dragonfly were not significant subsidiaries, and their sale did not constitute a strategic shift that would have a major effect on the Company's operations or financial results. As a result, the results of operations for the Sold Businesses were not reported as discontinued operations under the guidance of ASC 205 "Presentation of Financial Statements."

2024 Disposition

Sale of Board.org

On March 11, 2024, the Company entered into an agreement (the "Purchase Agreement") to sell the equity of the Company's subsidiary

owning and operating its Board.org business with Exec Connect Intermediate LLC (“Exec Connect”). On March 11, 2024, after adjustments based on Board.org’s working capital, indebtedness and transaction expenses, as well as retention payments payable to certain employees of Board.org, the Company received \$90,905 in cash (excluding \$785 of the purchase price that was deposited into escrow to satisfy certain potential post-closing purchase price adjustments and indemnification claims and including \$21 of cash acquired by Exec Connect). The Company was entitled to receive an earn-out payment of up to \$8,000, less the amount of certain retention payments potentially owing to the former Board.org employees, if the Board.org business achieved specified revenue targets for fiscal year 2024. These revenue targets were not met. The Purchase Agreement contains representations, warranties and indemnification obligations of the parties customary for

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transactions similar to those contemplated by the Purchase Agreement. As a result of the sale of Board.org, the Company recorded a pre-tax gain on disposal of \$71,599, inclusive of the \$785 of funds placed in escrow that the Company anticipated receiving and \$50 of estimated post-closing purchase price adjustment. On June 6, 2024, the Company received \$500 of the \$785 placed in escrow and finalized the post-closing purchase price adjustment. At December 31, 2024 the Company had \$285 included in other current assets representing the remaining balance held in escrow pursuant to the Purchase Agreement. On March 17, 2025, the remaining \$285 of escrow was released to the Company.

The proceeds from the sale of Board.org were used in part to prepay \$65,700 of term loans under the Company's Credit Agreement, and pay \$7,068 of related prepayment and exit fees associated with the retired amount. The remaining \$18,137 of net proceeds were retained by the Company for general corporate purposes. As part of the sale the Company recorded a current tax liability for federal and state income tax of \$1,571 and a non-cash deferred tax charge of \$300.

The Company determined that Board.org was not a significant subsidiary, and the disposition of Board.org did not constitute a strategic shift that would have a major effect on the Company's operations or financial results. As a result, the results of operations for Board.org were not reported as discontinued operations under the guidance of ASC 205 "Presentation of Financial Statements."

Pursuant to the Employee Lease Agreement entered into in connection with the closing of the sale of Board.org, the Company was the employer of record for the Board.org employees until June 30, 2024. Under the terms of the Employee Lease agreement, the Company was responsible for the payment of salaries and benefits to the Board.org employees at the direction of the Buyer, until the Buyer legally assumed those employees. On July 1, 2024 the Buyer became the employer of record for the Board.org employees and all services under the Employee Lease Agreement ceased.

Additionally, the Company entered into a Transition Services Agreement in connection with the closing of the sale of Board.org whereby the Company provided certain transitional support services from March 11, 2024 to June 30, 2024 and the buyer reimbursed FiscalNote for certain direct costs of those services. No material costs were incurred under the Transition Services Agreement during the period from March 11, 2024 to June 30, 2024.

Sale of Aicel

On October 31, 2024, the Company entered into an agreement to sell the equity of the Company's subsidiary owning and operating its Aicel Technologies business ("Aicel") to a South Korean based-group. Total consideration was \$9,650 comprised of a cash payment to the Company of \$8,500 and the assumption of an existing convertible note previously issued by Aicel in 2022, with an outstanding total principal and accrued paid-in-kind interest amount of \$1,150. The net proceeds, after paying transaction fees, expenses, and taxes were used to repay \$5,000 of principal and accrued paid-in-kind interest of the Company's Prior Senior Term Loan. As a result of the sale of Aicel, the Company recorded a gain on disposal of \$480.

The Company determined that Aicel was not a significant subsidiary, and the disposition of Aicel did not constitute a strategic shift that would have a major effect on the Company's operations or financial results. As a result, the results of operations for Aicel were not reported as discontinued operations under the guidance of ASC 205 "Presentation of Financial Statements."

Note 5. Leases

The Company has operating leases, principally for corporate offices under non-cancelable operating leases that expire at various dates through 2031. The non-cancellable base terms of these remaining leases typically range from one to six years. Certain lease agreements include options to renew or terminate the lease, which are not factored into the determination of lease payments if they are not reasonably certain to be exercised.

The following table details the composition of lease expense for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Operating lease cost	\$ 1,036	\$ 1,206	\$ 2,111	\$ 2,444
Variable lease cost	58	56	114	150
Short-term lease cost	5	53	45	90
Total lease costs	\$ 1,099	\$ 1,315	\$ 2,270	\$ 2,684
Sublease income	\$ (27)	\$ (25)	\$ (54)	\$ (51)

Cash payments related to operating lease liabilities were \$1,318 and \$1,481 for the three months ended June 30, 2025 and 2024, respectively and \$2,682 and \$2,980 for the six months ended June 30, 2025 and 2024, respectively.

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Note 6. Intangible Assets

The following table summarizes the gross carrying amounts and accumulated amortization of the Company's intangible assets by major class:

	June 30, 2025			December 31, 2024			Weighted Average Remaining Useful Life (Years) June 30, 2025
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	
Customer relationships	\$ 67,352	\$ (33,945)	\$ 33,407	\$ 76,584	\$ (34,867)	\$ 41,717	7.4
Developed technology	22,186	(18,573)	3,613	29,015	(23,662)	5,353	6.0
Databases	29,145	(14,033)	15,112	29,135	(12,988)	16,147	7.4
Tradenames	9,325	(4,771)	4,554	10,808	(5,100)	5,708	7.1
Expert network	-	-	-	2,654	(1,715)	939	-
Patents	871	(241)	630	841	(232)	609	17.1
Content library	592	(212)	380	592	(183)	409	6.4
Total	\$ 129,471	\$ (71,775)	\$ 57,696	\$ 149,629	\$ (78,747)	\$ 70,882	

Finite-lived intangible assets are stated at cost, net of amortization, generally using the straight-line method over the expected useful lives of the intangible assets. Amortization of intangible assets, excluding developed technology, was \$1,934 and \$2,420 for the three months ended June 30, 2025 and 2024, respectively, and \$4,265 and \$5,105 for the six months ended June 30, 2025 and 2024, respectively.

Amortization of developed technology was recorded as part of cost of revenues, including amortization in the amount of \$160 and \$763 for the three months ended June 30, 2025 and 2024, respectively, and \$366 and \$1,528 for the six months ended June 30, 2025 and 2024, respectively.

The expected future amortization expense for intangible assets as of June 30, 2025 is as follows:

2025 (remainder)	\$ 4,194
2026	8,329
2027	8,324
2028	8,031
2029	7,722
Thereafter	21,096
Total	\$ 57,696

Capitalized software development costs

Capitalized software development costs are as follows:

	June 30, 2025			December 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Capitalized software development costs	\$ 34,811	\$ (22,463)	\$ 12,348	\$ 34,946	\$ (19,847)	\$ 15,099

During the six months ended June 30, 2025 and 2024, the Company capitalized interest on capitalized software development costs in the amount of \$85 and \$273, respectively. Amortization of capitalized software development costs was recorded as part of cost of revenues, including amortization in the amount of \$1,619 and \$1,744 for the three months ended June 30, 2025 and 2024, respectively, and \$4,945 and \$3,407 for the six months ended June 30, 2025 and 2024, respectively. The estimated useful life is determined at the time each project is placed in service.

Note 7. Goodwill

Goodwill represents the excess of the purchase price in a business combination over the fair value of net assets acquired. Goodwill amounts are not amortized, but are rather tested for impairment at least annually as of October 1 of each year.

The changes in the carrying amounts of goodwill, which are generally not deductible for tax purposes, are as follows:

Balance at December 31, 2024	\$ 159,061
Sale of Dragonfly and Oxford Analytica	(20,236)
Impact of foreign currency fluctuations	951
Balance at June 30, 2025	\$ 139,776

On January 1, 2025, effective with the appointment of our new CEO, the Company reassessed its goodwill reporting units and determined that the Company now operates out of a single reporting unit. Accordingly, the Company performed a quantitative goodwill impairment assessment immediately prior to, and on, January 1, 2025, which resulted in no impairment of goodwill.

The fair value estimate of the Company's single reporting unit was derived based on an income approach. Under the income approach, the Company estimated the fair value of the single reporting unit based on the present value of estimated future cash flows, which the Company considers to be a Level 3 unobservable input in the fair value hierarchy. The Company prepared cash flow projections based on management's estimates of revenue growth rates and operating margins, taking into consideration the historical performance and the current

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macroeconomic, industry, and market conditions. The Company based the discount rate on the weighted-average cost of capital considering Company-specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected cash flows.

Potential indicators of impairment include significant changes in performance relative to expected operating results, significant negative industry or economic trends, or a significant decline in the Company's stock price and/or market capitalization for a sustained period of time. It is reasonably possible that one or more of these impairment indicators could occur or intensify in the near term, which may result in an impairment of long-lived assets or goodwill.

Note 8. Debt

The following presents the carrying value of the Company's debt as of the respective period ends:

	June 30, 2025	December 31, 2024
Prior Senior Term Loan	\$ 61,837	\$ 88,595
GPO Convertible Note	36,446	36,524
Amended Legacy Notes	6,525	16,165
Dragonfly Seller Convertible Notes	9,839	8,979
Era Convertible Note	5,209	-
PPP loan	-	36
Total gross debt	119,856	150,299
Debt issuance costs	(3,108)	(3,222)
Total	116,748	147,077
Less: Current maturities	-	(36)
Total Long-term debt	\$ 116,748	\$ 147,041

Prior Senior Term Loan / 2025 Senior Term Loan

On July 29, 2022, concurrent with the closing of the Company's Business Combination, FiscalNote, Inc., a wholly owned indirect subsidiary of FiscalNote Holdings, Inc., entered into a senior credit agreement (the "Credit Agreement") as amended from time to time providing for a senior term loan consisting of a fully funded principal amount of \$150,000 and an uncommitted incremental loan facility totaling \$100,000 available upon notice if the Company meets certain financial growth criteria and other customary requirements (the "Incremental Term Facility") (collectively the "Senior Credit Facility"). The annual interest of the Prior Senior Term Loan consists of two components: (a) a cash interest component of the greater of (i) Prime Rate plus 5.0% per annum or (ii) 9.0% payable monthly, and (b) interest payable in kind component of 1.00% per annum, payable in kind monthly. The Senior Credit Facility would have matured on July 29, 2027.

On March 17, 2023, the Company entered into Amendment No. 1 ("Amendment No. 1") to the Credit Agreement. Among other things, Amendment No. 1 provided for the extension of an incremental term loan by one of the lenders under the facility in the principal amount of \$6,000 which was received by the Company on March 31, 2023, on the same terms as the existing term loans (the "Incremental Facility"). In connection with the funding of the Incremental Facility, the Company issued the lender warrants expiring July 15, 2027, to purchase up to 80,000 Class A Common Stock at an exercise price of \$0.01 per share, in a transaction exempt from registration under the Securities Act of 1933, as amended, in reliance on Regulation D promulgated thereunder. The lender warrants represented a non-cash financing activity.

On May 16, 2023, the Company entered into Amendment No. 2 ("Amendment No. 2") to the Credit Agreement. Among other things, Amendment No. 2 joined Dragonfly Eye Limited and Oxford Analytica Limited ("Oxford Analytica"), each a wholly owned subsidiary of the Company, as Guarantors under the Credit Agreement.

On August 3, 2023, the Company entered into Amendment No. 3 ("Amendment No. 3") to the Credit Agreement. Among other things, Amendment No. 3 provided for: (a) the extension of the July 2023 Deferred Fee from July 29, 2023 to July 29, 2024, (b) the increase of the July 2023 Deferred Fee from \$1,734 to \$2,034, (c) an increase of the Restatement Date Final Payment (as defined in Amendment No. 3) from \$7,410 to \$8,970 and (d) the revision to the minimum annual recurring revenue ("ARR") and adjusted EBITDA covenants (as both are defined in the Credit Agreement).

In connection with the completion of the sale of Board.org on March 11, 2024, the Company also entered into Amendment No. 4 to the Credit Agreement (the "Amendment No. 4"), pursuant to which, among other things, the lenders consented to the release of the liens on Board.org's assets and permitted the consummation of the sale in exchange for the permanent prepayment of \$65,700 of term loans under the Credit Agreement. The Company also made a payment of \$1,314 and \$5,754 of related prepayment and exit fees, respectively.

In addition, Amendment No. 4 extended the commencement of amortization payments under the Credit Agreement from August 15, 2025 to August 15, 2026, with such payments to fully amortize the term loans by the maturity date of July 15, 2027. Amendment No. 4 also increased the Company's minimum liquidity covenant to \$22,500 and modified the Company's minimum ARR and adjusted EBITDA (as defined in the Credit Agreement, as amended) in order to appropriately reflect the sale of Board.org and the absence of its future contributions to the Company's overall financial performance and position.

In connection with the completion of the sale of Aicel Technologies on October 31, 2024, the Company repaid \$5,000 of term loans under the Credit Agreement. The Company also made a payment of \$50 and \$281 of related prepayment and exit fees, respectively.

In connection with the completion of the sale of Oxford Analytica and Dragonfly on March 31, 2025, the Company also entered into Amendment No. 5 to the Credit Agreement (“Amendment No. 5”), pursuant to which, among other things, the lenders consented to releasing

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the liens on Oxford Analytica and Dragonfly's assets and permitting the consummation of the sale in exchange for the permanent retirement of \$27,136 of term loans under the Prior Senior Term Loan and payment of \$1,793 of related prepayment and exit fees. In Amendment No. 5, the lenders also waived their rights upon default retroactive to December 31, 2024. Amendment No. 5 also increased the Company's minimum liquidity covenant and modified the Company's minimum ARR and adjusted EBITDA covenants, as defined in the Prior Senior Term Loan, in order to appropriately reflect the sale of Oxford Analytica and Dragonfly and the absence of their respective future contributions to the Company's overall financial performance and position.

On May 2, 2025, the Company also entered into Amendment No. 6 to the Prior Senior Term Loan ("Amendment No. 6"), pursuant to which, among other things, the lenders consented to the sale of TimeBase and agreed that, automatically upon receipt by the lenders of \$3,175 from the proceeds of the sale of TimeBase, the lenders will release TimeBase as a guarantor under the Credit Agreement, along with the liens granted on the equity and assets of TimeBase. In addition, effective upon the consummation of the sale of TimeBase, the Credit Agreement Amendment will modify the Company's minimum ARR requirements, as well as the permitted add-backs to adjusted EBITDA, under the Credit Agreement in order to appropriately reflect the sale of TimeBase and the absence of its future contributions to the Company's overall financial performance and position. As disclosed in *Note 17, Subsequent Events*, the Company closed on the sale of Timebase on July 1, 2025 and paid the lenders the required prepayment.

The Prime Rate in effect for the Prior Senior Term Loan was 7.50% at June 30, 2025. For the six months ended June 30, 2025 and 2024, the Company incurred \$4,731 and \$8,084 and \$378 and \$599 of cash interest and paid-in-kind interest, respectively, on the Prior Senior Term Loan. Paid-in-kind interest is reflected as a component of the carrying value of the Prior Senior Term Loan as the payment of such interest will occur upon the settlement of the Prior Senior Term Loan.

The Company may prepay the Prior Senior Term Loan in whole, subject to a 1.0% prepayment fee if prepaid prior to July 30, 2025, and no prepayment fee if prepaid on or after July 30, 2025. The July 2023 Deferred Fee, as previously amended, of \$2,034 was paid as part of Amendment No. 4. Accordingly, the Company recognized the accretion of the July 2023 Deferred Fee as interest expense through March 11, 2024. Prior to Amendment No. 5, the Company had \$4,969 of deferred fees due at the earlier of prepayment or maturity of the Prior Senior Term Loan which were amortized over the term of the Prior Senior Term Loan using the effective interest method. On March 31, 2025, and as a result of Amendment No. 5, the Company had \$3,448 of deferred fees outstanding, the accretion of which the Company will recognize as interest expense through the maturity date of the Prior Senior Term Loan. The \$271 of prepayment fee paid on March 31, 2025 was treated as a debt discount. The amortization recorded for the three months ended June 30, 2025 and 2024 was \$889 and \$166, respectively, and \$1,638 and \$812 for the six months ended June 30, 2025 and 2024, respectively, and is included within interest expense in the condensed consolidated statements of operations and comprehensive income (loss). The remaining unamortized debt discount at June 30, 2025 is \$3,081, excluding any deferred fees, and is reflected net against debt on the condensed consolidated balance sheets.

On August 12, 2025 the Company retired all of its then outstanding obligations under the Prior Senior Term Loan totaling approximately \$62.7 million (including accrued and unpaid interest and deferred finance costs) and replaced it with the 2025 Senior Term Loan. See Note 17, "Subsequent Events."

GPO Convertible Note

On June 30, 2023 (the "Subscription Date"), the Company entered into an Exchange and Settlement Agreement (the "Exchange and Settlement Agreement") with GPO FN Noteholder LLC (the "Investor") pursuant to which (i) the Investor returned 5,881,723 shares of Class A Common Stock held by the Investor to the Company for cancellation, (ii) the Company issued to the Investor a subordinated convertible promissory note in an initial principal amount of \$46,794 (the "GPO Convertible Note"), and (iii) the parties agreed to a mutual settlement and release of all claims including, but not limited to, any claims by the Investor for additional shares or money damages resulting from the entry into the Merger Agreement, relating to or arising from the conversion of the Amended and Restated Senior Secured Subordinated Promissory Note, dated December 29, 2020, previously issued by a subsidiary of the pre-business combination FiscalNote Holdings, Inc. to the Investor. The exchange and settlement are non-cash exchanges in the condensed consolidated statement of cash flows. The before mentioned transactions closed on July 3, 2023.

The GPO Convertible Note will mature on July 3, 2028, unless earlier redeemed or repurchased by the Company or converted in accordance with the terms thereof. The GPO Convertible Note bears interest at a rate of 7.50% per annum payable quarterly in arrears, as follows: (i) for the first year following the date of issuance, interest will be payable in kind by adding interest to the principal amount of the GPO Convertible Note; and (ii) for any period thereafter, interest will be payable in cash or freely tradeable shares of Class A Common Stock, at the Company's option, with the value per share determined with reference to the trailing 30-day volume weighted average trading price prior to the interest payment date, subject to certain exceptions under which the Company will be permitted to pay PIK Interest.

The GPO Convertible Note is subordinate to the Company's obligations under its Prior Senior Term Loan which limits certain actions that the Company and the Investor may take under the GPO Convertible Note. At any time prior to the July 3, 2028 maturity date, the Investor is entitled to convert all or any portion of the principal amount of the GPO Convertible Note and accrued interest thereon into shares of Class A Common Stock at \$7.12 per share. The GPO Convertible Note is subject to customary anti-dilution adjustments for stock splits and similar transactions and, subject to standard exceptions, weighted average anti-dilution protection. The principal amount, together with accrued interest thereon, of the GPO Convertible Note is redeemable by the Company in whole or in part based on certain conditions as defined in the GPO Convertible Note. Pursuant to the terms of the GPO Convertible Note, paid-in-kind interest accrued from the date of issuance through June 30,

2024. Beginning on July 1, 2024 the Company was required to pay interest with either cash or shares, solely at the discretion of the Company. Accordingly, since September 30, 2024, the Company issued 4,152,716 Class A Common Shares, in the aggregate, in satisfaction of quarterly interest. The Company expects to satisfy future quarterly interest payments in shares.

The Company elected to account for the GPO Convertible Note using the fair value option. The GPO Convertible Note was recorded at its June 30, 2023 acquisition date fair value of \$36,583. The Company initially recorded a loss contingency of \$11,700 in its fiscal year 2022 financial statements representing the difference between the fair value of the shares returned by the Investor and the fair value of the

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GPO Convertible Note on the date of exchange. With the execution of the Exchange and Settlement Agreement and GPO Convertible Note, the Company recorded an additional non-cash loss on settlement with GPO of \$3,474 in the condensed consolidated statement of operations for the six months ended June 30, 2024. The fair market value at June 30, 2025 and December 31, 2024 was \$36,446 and \$36,524, respectively. The unrealized change in the fair value of the GPO Convertible Note of \$4,443 is recorded in accumulated other comprehensive income for the period ended June 30, 2024 and the non-cash gain was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) in the amount of a gain of \$937 and \$1,117 for the three and six months ended June 30, 2024. The non-cash loss of \$742 and non-cash gain of \$78 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) for the three and six months ended June 30, 2025, respectively. The Company incurred total interest expense related to the GPO Convertible note of \$956 and \$938 for the three months ended June 30, 2025 and 2024 and \$1,902 and \$1,859 for the six months ended June 30, 2025 and 2024, respectively.

On August 12, 2025 the Company paid the holder of the GPO Convertible Note \$27.0 million to redeem \$30.0 million of aggregate principal under the GPO Convertible Note and exchanged the remaining principal amount of the GPO Convertible Note for a new convertible note with a principal balance of \$20.4 million maturing in November 2029. See Note 17, "Subsequent Events."

Convertible Notes

Purchased Original Notes

On March 17, 2025 and March 20, 2025, investors holding two convertible notes originally issued in 2020 and assumed by the Company in connection with the Business Combination, with a principal and accrued paid-in-kind interest balance of \$5,769 (the "Purchased Original Notes"), sold their convertible notes to EGT 11 LLC (the "Exchange Investor"). In connection with the acquisition of the Purchased Original Notes by the Exchange Investor, the Company entered into a Securities Exchange Agreement (the "Exchange Agreement") on March 17, 2025, pursuant to which the Company cancelled the Purchased Original Notes and in exchange (i) issued a convertible note to the Exchange Investor, for \$5,500 on March 17, 2025 and (ii) issued a second convertible note for \$269 on March 20, 2025 (collectively, the "Third Era Convertible Note"). The acquisition of the Purchased Original Notes by the Exchange Investor and the Exchange Agreement resulted in the extinguishment of the Purchased Original Notes. Accordingly, the Company recognized a loss on debt extinguishment of \$1,784 during the six months ended June 30, 2025. The Company incurred total interest expense related to the Purchased Original Notes, including the amortization of the various discounts, of \$206 during the three months ended June 30, 2024 and \$202 and \$411 during the six months ended June 30, 2025 and 2024, respectively.

Amended Legacy Notes

On March 25, 2025 (the "Amendment Date"), the Company entered into a letter agreement (the "Amendment") with the holders (the "Legacy Investors") of two convertible notes originally issued in 2020 and assumed by the Company in connection with the Business Combination (the "Legacy Notes") with a principal and accrued paid-in-kind interest balance of \$10,961 modifying certain provisions in favor of each of the Legacy Investors. The Legacy Notes are unsecured and earn payable in kind interest of 15% per annum, payable annually in arrears. The Maturity Date of the Legacy Notes was July 31, 2025 (the "Original Maturity Date"), however, the Amendment extends the Original Maturity Date to April 15, 2026 (the "Extended Maturity Date"). The repayment of the Legacy Notes may be accelerated upon certain events of default, as defined with the Legacy Notes.

Subject to certain limitations, the Amendments permit the Company to convert, at its election and from time to time, up to the Applicable Amount (as defined below) of the Legacy Notes into shares (the "Legacy Conversion Shares") of the Company's common stock at a conversion price based on the volume weighted average market price of the common stock for the five consecutive trading day period prior to the date of conversion (the "Conversion Price"). The "Applicable Amount" for purposes of the Company's conversion right means up to 20% of the outstanding principal amount of the Legacy Notes as of the Amendment Date plus paid-in-kind interest through the Original Maturity Date, and the Company may only subsequently exercise its conversion right after all Legacy Conversion Shares previously issued to the Legacy Investors have been sold. Pursuant to the Amendments, the Company may also be required to pay cash or issue additional shares of common stock (the "Legacy Additional Shares") to the Legacy Investors to the extent that the Legacy Investors' sales of the Legacy Conversion Shares prior to the Original Maturity Date do not generate net cash proceeds to the Legacy Investors equal to the aggregate outstanding principal amount of such Legacy Notes as of the Amendment Date plus (a) all paid-in-kind interest that would accrue under the Legacy Notes through the Original Maturity Date and (b) all brokerage fees, costs and expenses in selling the Legacy Conversion Shares (the "Repayment Amount"). Any Legacy Additional Shares would be issued by the Company at the Conversion Price. In addition, if the Legacy Investors' sales of the Legacy Conversion Shares do not generate net cash proceeds equal to the Repayment Amount by the Original Maturity Date, the interest rate under the Legacy Notes would be increased to 25% per annum (the "Additional Interest") and the then-outstanding principal amount of the Legacy Notes plus all paid-in-kind interest (reduced by the net cash proceeds received by the Legacy Investors from the prior sales of the Legacy Conversion Shares, plus any previous cash payments made by the Company to the Legacy Investors (after payment of all brokerage fees, costs and expenses in selling the Legacy Conversion Shares and/or Additional Shares, if any) would be doubled (the "Maturity Date Repayment Amount Difference" and with the Additional Interest, the "Extended Maturity Date Payment"). The Extended Maturity Date Payment would be due to the Legacy Investors by the Extended Maturity Date, and would be payable in cash or by promptly issuing a number of duly authorized, validly issued, fully paid and non-assessable shares of common stock (the "Extended Maturity Date Shares"), equal to the quotient produced by dividing the (i) Maturity Date Repayment Amount Difference plus (a) all Additional Interest thereon that would accrue through the Extended Maturity Date and (b) all fees, costs and expenses of the broker in selling the Extended Maturity Date Shares by (ii) the Conversion Price. If (a) the Legacy Notes remain outstanding until or after the Original Maturity Date, or there is an Extended Maturity Date, and (b) the Company effects a conversion event or a

change of control within twelve (12) months after repayment, then (whether or not the Legacy Notes has been so repaid) the Legacy Investors shall be entitled to either (i) participate in such conversion event at the conversion price or (ii) to receive the same consideration it would have in the change of control if the Legacy Notes had remained outstanding (less the amount repaid by the Company, if applicable). If the Legacy Investors sell Conversion Shares and/or Additional Shares and the aggregate net cash proceeds in respect thereof received by the Investors equals the

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Repayment Amount, (a) the Investors shall forfeit the remaining Conversion Shares and/or Additional Shares, as the case may be, and (b) any remaining amount owed in respect of the principal amount and/or accrued interest thereon shall be cancelled. In addition, if the Legacy Investors sell Extended Maturity Date Shares and the aggregate net cash proceeds in respect thereof received by the Legacy Investors equals the Extended Maturity Date Payment, (a) the Legacy Investors shall forfeit the remaining Extended Maturity Date Shares and (b) any remaining amount owed in respect of the Maturity Date Repayment Amount Difference plus Additional Interest thereon that would accrue through the Extended Maturity Date shall be cancelled.

Pursuant to the terms of the amended Legacy Notes, during the three months ended June 30, 2025 the Company converted \$4,812 of the Legacy Notes into 7,193,145 Common Shares. At June 30, 2025, the Company has recognized a non-current liability on the condensed consolidated balance sheet of \$700 reflecting the difference between the amount of the cash raised and the Applicable Amount converted. The resulting non-cash charge of \$669 is recognized in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) for the three and six months ended June 30, 2025.

The Company incurred total interest expense related to the Legacy Notes, including the amortization of the various discounts, of \$454 and \$395 during the three months ended June 30, 2025 and 2024 and \$902 and \$788 during the six months ended June 30, 2025 and 2024, respectively.

On July 30, 2025, the Company and the holders of the Amended Legacy Notes agreed to extend the original maturity date to August 15, 2025. On August 12, 2025, the Company retired all of its then outstanding obligations under the Amended Legacy Notes by paying the holders \$3.6 million in cash. See Note 17, "Subsequent Events."

Dragonfly Seller Convertible Notes

In connection with the Company's acquisition of Dragonfly, the Company financed part of the purchase with the issuance of convertible notes. The Dragonfly Convertible Notes were issued in a principal amount of £8,929 pounds sterling (approximately \$11,050 on January 23, 2023, the closing date of the acquisition of Dragonfly by the Company), with interest at an annual rate of 8%, which can be paid in cash or paid-in-kind. The paid-in-kind interest will be annually credited to the principal amount. All principal and accrued interest are due upon maturity on January 27, 2028. The Company can convert any portion of the principal and accrued interest at the volume weighted-average price for the five consecutive trading day period ending on the last trading day of the calendar month preceding the date the Company provides notice of conversion to the Sellers. The lender has the right to convert the outstanding principal and accrued interest for FiscalNote common stock at \$10.00 per share, subject to adjustment in the event of any stock dividend, stock split, reverse stock split, combination or other similar recapitalization with respect to common stock.

In January 2025 one of the noteholders voluntarily elected to convert £547 pounds sterling (approximately \$702) pursuant to the lender conversion right of \$10.00 per share; accordingly, the Company issued the holder 67,357 shares of the Company's common stock with a fair value of \$67. The non-cash gain of \$635 recognized upon this conversion was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the three months ended March 31, 2025.

The Company elected to account for the Dragonfly Seller Convertible Notes using the fair value option. The fair market value at June 30, 2025 and at December 31, 2024 was \$9,839 and \$8,979, respectively. The non-cash loss of \$91 and \$63 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the three and six months ended June 30, 2025, respectively. The unrealized change in the fair value of the Dragonfly Seller Convertible Note of \$1,264 is recorded in accumulated other comprehensive income and the non-cash gain was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive loss in the amount of a gain of \$357 and \$404 for the three and six months ended June 30, 2024, respectively. The Company incurred total interest expense related to the Dragonfly Seller Convertible Notes of \$277 and \$247 during the three months ended June 30, 2025 and 2024, respectively, and \$528 and \$488 for the six months ended June 30, 2025 and 2024, respectively.

Era Convertible Notes

First Era Convertible Note

In connection with the Company's strategic commercial partnership, the Company issued a convertible note to EGT-East, LLC ("Era"), a third-party lender, for \$5,500 on December 8, 2023 and a second convertible note for \$801 on January 5, 2024 (collectively, the "First Era Convertible Note"). The First Era Convertible Note was issued in aggregate principal amount of \$6,301, with cash interest at a rate equal to the applicable federal rate published by the Internal Revenue Service beginning on June 8, 2024. All principal and unpaid interest were to mature on December 8, 2027.

Pursuant to the copilot agreement (the "Co-Pilot Agreement") entered into by and among the Company, FiscalNote Inc., a subsidiary of the Company, and Era on December 8, 2023, the Company agreed to issue Era up to an additional \$3,150 in the form of shares of the Company's Class A Common Stock no later than June 2024 (the "First Era Convertible Note Partnership Shares").

On April 11, 2024, the Company entered into a letter agreement (the "Letter Agreement") with Era modifying certain provisions of the First

Era Convertible Note and the Co-Pilot Agreement. The Letter Agreement permitted and required the Company to convert approximately \$1,599 in aggregate principal amount of the First Era Convertible Note (the “Early Converted Note”). Pursuant to the Letter Agreement, the Company was also required to issue to Era the First Era Convertible Note Partnership Shares. Pursuant to the Letter Agreement, Era had the right to convert the aggregate principal amount of the remaining First Era Convertible Note, but only on or after June 30, 2024, if such conversion right was not cancelled by the terms of the Letter Agreement. On April 11, 2024 and pursuant to the Letter Agreement, the Company issued Era 3,003,268 shares of Common Stock.

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On June 12, 2024 and June 25, 2024 the Company issued the Investor an aggregate amount of 3,848,831 shares of Common Stock to satisfy its remaining obligations with regards to the First Era Convertible Note and Co-Pilot Agreement. Accordingly, the Company has no obligations outstanding related to the First Era Convertible Note at December 31, 2024 or June 30, 2025.

The Company elected to account for the First Era Convertible Note using the fair value option. The First Era Convertible Note dated December 8, 2023 was recorded at its acquisition date fair value of \$5,500. The First Era Convertible Note dated January 5, 2024 was recorded at its acquisition date fair value of \$801. The fair market value of the Era Convertible Note dated December 8, 2023 was \$5,977 at December 31, 2023. The non-cash loss of \$1,506 and \$3,189 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) for the three and six months ended June 30, 2024.

Second Era Convertible Note

The Company issued a senior subordinated convertible note to an affiliate of Era ("Era II"), for \$5,500 on November 12, 2024 (the "Second Era Convertible Note"). The Second Era Convertible Note had a maturity date of November 12, 2027 and a cash interest rate equal to the applicable federal rate published by the Internal Revenue Service beginning on May 12, 2025. The Company issued 2,549,129 shares of common stock to Era II (the "Second Era Convertible Note Success Fee Shares") as a success fee and 650,000 shares of common stock to Northland Securities, Inc. to cover brokerage fees incurred by Era II in connection with its liquidating (i) any shares of common stock underlying the Second Era Convertible Note and the Second Era Convertible Note Success Fee Shares and (ii) the shares of common stock underlying the First Era Convertible Note as well as shares of common stock issued pursuant to the Co-Pilot Agreement.

On December 18, 2024 and December 27, 2024 the Company converted all of the outstanding principal of the Second Era Convertible Note and issued Era II, in aggregate, 5,377,272 shares of common stock. Accordingly, the Company had no obligations outstanding related to the Second Era Convertible Note at December 31, 2024 or June 30, 2025.

The Company elected to account for the Second Era Convertible Note using the fair value option. The Second Era Convertible Note was recorded at its acquisition date fair value of \$5,500. The non-cash loss of \$2,973 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the fourth quarter of 2024. In January 2025, Era II returned 1,071,458 shares of common stock pursuant to the terms of the Second Era Convertible Note.

Third Era Convertible Note

The Third Era Convertible Note was issued in an aggregate principal amount of \$5,769, with cash interest accruing at a rate equal to the applicable federal rate published by the Internal Revenue Service beginning on September 17, 2025. All principal and unpaid interest mature on March 17, 2028. The Company received no cash from the Third Era Convertible Note because they were exchanged for the Purchased Original Notes.

The Third Era Convertible Notes are contractually subordinated to the Company's obligations under its senior secured indebtedness, and accordingly the Company's right to make certain cash payments in connection therewith is limited by the terms of such subordination agreement. Beginning on the six-month anniversary of the issuance of the applicable Third Era Convertible Note, the Exchange Investor may convert such Third Era Convertible Notes into shares (the "Conversion Shares") of the Company's Class A Common Stock, based on the volume weighted average market price of the Class A Common Stock for the 30 consecutive trading day period prior to the date of conversion (the "Conversion Price"). In addition, subject to certain limitations, the Company may elect to convert the Third Era Convertible Notes into Conversion Shares at the Conversion Price. The Exchange Notes provide for customary events of default, upon which repayment of the Exchange Notes may be accelerated.

Pursuant to the Exchange Agreement, the Company issued 2,596,050 shares of Common Stock (the "Third Era Convertible Note Fee Shares") to the Exchange Investor as an inducement for the Exchange Investor to exchange the Purchased Original Notes for the Third Era Convertible Note. The Third Era Convertible Note Fee Shares are presented as temporary equity in the condensed consolidated balance sheet at their grant date fair value of \$2,719. At June 30, 2025, the Company has recognized a non-current liability on the condensed consolidated balance sheet of \$1,194 reflecting the difference between the Guaranteed Return and the fair value of the Third Era Convertible Note Fee Shares based on the Company's closing stock price on June 30, 2025 (the "Guaranteed Return Liability"). The resulting non-cash charge is recognized in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss). This liability may increase, or decrease, in the future based on the Company's closing share price at each balance sheet date. The Guaranteed Return Liability is deemed a Level 1 liability within the fair value measurement framework.

The Company also may be required to issue additional shares of Common Stock to the Exchange Investor to the extent that the Exchange Investor's sales of the Third Era Convertible Note Fee Shares and Conversion Shares do not generate net cash proceeds to the Exchange Investor equal to 145% of the applicable principal and accrued interest thereupon (the "Guaranteed Return"). As compensation for its brokerage services provided to the Exchange Investor, the Company also issued 300,000 shares of Common Stock to Northland Securities, Inc. (the "Brokerage Fee Shares") with a fair value of \$315 that was reflected as a non-cash charge within general and administrative in the condensed consolidated statements of operations and comprehensive income (loss) during the six months ended June 30, 2025.

The Company elected to account for the Third Era Convertible Notes using the fair value option. The Third Era Convertible Notes was recorded at its acquisition date fair value of \$4,728. The fair market value of the Third Era Convertible Notes was \$5,209 at June 30, 2025. The

non-cash loss of \$295 and \$481 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the three and six months ended June 30, 2025.

See Note 17, "Subsequent Events" for a description of the events that have taken place impacting the Third Era Convertible Notes.

PPP Loan

As of June 30, 2025, the Company has no remaining obligations under the PPP Loan balance.

[Table of Contents](#)**Total Debt**

The following table summarizes the total estimated fair value of the Company's debt as of June 30, 2025 and December 31, 2024, respectively. These fair values are deemed Level 3 liabilities within the fair value measurement framework.

	June 30, 2025	December 31, 2024
Prior Senior Term Loan	\$ 62,331	\$ 90,679
GPO Convertible Note	36,446	36,524
Amended Legacy Notes	6,525	15,728
Dragonfly Seller Convertible Notes	9,839	8,979
Era Convertible Notes	5,209	-
Total	\$ 120,350	\$ 151,910

Warrants*Old FiscalNote Warrants*

At June 30, 2025, 118,700 warrants (previously issued by Old FiscalNote to lenders prior to the Prior Senior Term Loan) with an exercise price of \$8.56, remain outstanding. These warrants are accounted for as a liability with no fair value at June 30, 2025 and December 31, 2024. These warrants expired unexercised on July 29, 2025.

Warrants associated with Amendment No. 1

On March 17, 2023, in connection with Amendment No. 1 discussed above, the Company issued 80,000 warrants with an exercise price of \$0.01. These warrants are accounted for as a liability with a fair value of \$43 and \$85 at June 30, 2025 and December 31, 2024, and are included as part of the other non-current liabilities within the condensed consolidated balance sheets.

Note 9. Stockholders' Equity and Temporary Equity**Authorized Capital Stock**

The Company's charter authorizes the issuance of 1,809,000,000 shares, which includes Class A common stock, Class B common stock, and preferred stock.

Class A Common Stock

Subsequent to the Closing of the Business Combination, the Company's Class A common stock and public warrants began trading on the New York Stock Exchange ("NYSE") under the symbols "NOTE" and "NOTE.WS," respectively. Pursuant to the Company's charter, the Company is authorized to issue 1,700,000,000 shares of Class A common stock, par value \$0.0001 per share. As of June 30, 2025, the Company had 155,049,637 shares of Class A common stock issued and outstanding.

Additionally, the Company has outstanding warrants to purchase shares of New FiscalNote Class A common stock that became exercisable upon the Closing of the Business Combination. Refer to Note 11, "Warrant Liabilities."

Class B Common Stock

Pursuant to the Company's charter, the Company is authorized to issue 9,000,000 shares of Class B common stock, par value \$0.0001 per share.

In connection with the Closing of the Business Combination, the Co-Founders, or entities controlled by the Co-Founders, received Class B shares of New FiscalNote common stock as consideration (see further details in Note 2, "Business Combination with DSAC").

As of June 30, 2025, the Company had 8,290,921 shares of Class B common stock issued and outstanding.

Preferred Stock

Pursuant to the Company's charter, the Company is authorized to issue 100,000,000 shares of preferred stock, par value \$0.0001 per share. Our board of directors has the authority without action by the stockholders, to designate and issue shares of preferred stock in one or more classes or series, and the number of shares constituting any such class or series, and to fix the voting powers, designations, preferences, limitations, restrictions and relative rights of each class or series of preferred stock, including, without limitation, dividend rights, conversion rights, redemption privileges and liquidation preferences, which rights may be greater than the rights of the holders of the common stock. As of June 30, 2025, there were no shares of preferred stock issued and outstanding.

Dividends

The Company's Class A and Class B common stock are entitled to dividends if and when any dividend is declared by the Company's board

of directors, subject to the rights of all classes of stock outstanding having priority rights to dividends. The Company has not paid any cash dividends on common stock to date. The Company may retain future earnings, if any, for the further development and expansion of the Company's business and have no current plans to pay cash dividends for the foreseeable future. Any future determination to pay dividends will be made at the discretion of the Company's board of directors and will depend on, among other things, the Company's financial condition, results of operations, capital requirements, restrictions contained in future agreements and financing instruments, business prospects and such other factors as the Company's board of directors may deem relevant.

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Temporary Equity

As discussed in *Note 8, Debt*, the Company issued 2,596,050 shares of common stock to the Exchange Investor as an inducement for the Exchange Investor to exchange the Purchased Original Notes for the Third Era Convertible Note. Pursuant to ASC 480, “Distinguishing Liabilities from Equity”, the Company has presented the Third Era Convertible Note Fee Shares as temporary equity as they are not mandatorily redeemable on the issuance date but they are redeemable at an unknown time in the future upon an event that is outside of the control of the Company.

Note 10. Earnout Shares and RSUs

The shareholders and other equity holders of Old FiscalNote as described below are entitled to receive up to 19,195,100 additional shares of Class A common stock of New FiscalNote (the “Earnout Awards”) in the form of Earnout Shares or as shares reserved for issuances upon settlement of Earnout RSUs, as described below. The Earnout Awards are split into five tranches each consisting of 3,839,020 shares of Class A common stock in New FiscalNote. Certain Old FiscalNote equity holders will receive Earnout Restricted Stock Units (the “Earnout RSUs”), which are settled in Class A common stock. The right to receive Earnout Awards will expire five years after the Closing Date (the “Earnout Period”). Each tranche of the Earnout Awards will be issued only when the dollar volume-weighted average price of one share of New FiscalNote Class A common stock is greater than or equal to \$10.50, \$12.50, \$15.00, \$20.00, or \$25.00, respectively, for any 10 trading days within any period of 20 consecutive trading days during the Earnout Period (collectively, the “Triggering Events”).

Pursuant to the terms of the Business Combination Agreement, the holders of Old FiscalNote common stock, Old FiscalNote warrants, vested Old FiscalNote options and vested Old FiscalNote RSUs outstanding immediately prior to the Closing Date will be entitled to receive their proportionate allocation of Earnout Shares subject to achievement of the Triggering Event. Holders of unvested Old FiscalNote options and unvested Old FiscalNote RSUs outstanding immediately prior to the Closing Date will be entitled to receive their proportionate allocation of Earnout Shares in the form of Earnout RSUs subject to achievement of the Triggering Event. To the extent the equity award issued upon New FiscalNote's assumption of such any Old FiscalNote Option or Old FiscalNote RSU (each a “Converted Award”) is outstanding and has vested as of the occurrence of a Triggering Event, the holder thereof will receive a proportionate allocation of Earnout Shares in lieu of Earnout RSUs.

If a Converted Award is forfeited after the Closing Date but prior to the Triggering Event, no Earnout RSUs will be issued for such Converted Award. The right to receive Earnout RSUs that have been forfeited shall be reallocated pro-rata to the remaining holders of vested Converted Awards in the form of Earnout Shares and unvested Converted Awards in the form of Earnout RSUs in the manner described above. Reallocated Earnout RSUs are subject to the remaining vesting schedule and conditions of the Converted Award held by such equity holder. The forfeiture and subsequent reallocation of the Earnout RSUs are accounted for as the forfeiture of the original award and the grant of a new award.

A portion of the Earnout Shares that may be issued to Old FiscalNote common stockholders, Old FiscalNote vested option holders and Old FiscalNote warrant holders and all of the Earnout RSUs were determined to represent additional compensation for accounting purposes pursuant to ASC 718, “Compensation-Stock Compensation”. The Company recognizes stock-compensation expense based on the fair value of the Earnout Awards over the requisite service period for each tranche. The Company recognized \$23 and \$65 of share-based compensation expense during the three and six months ended June 30, 2025, respectively. The Company recognized \$41 and \$172 of share-based compensation expense during the three and six months ended June 30, 2024, respectively. The remaining Earnout Shares were determined to represent an equity transaction in conjunction with the reverse recapitalization and were evaluated pursuant to ASC 480, “Distinguishing Liabilities from Equity” and ASC 815, “Derivatives and Hedging”. These remaining Earnout Shares will be accounted for as a liability as the arrangement is indexed to something other than the Company's stock. The liability is revalued at each reporting period with changes being recorded as a non-operating gain or loss in the condensed consolidated statements of operations and comprehensive income (loss). The liability of \$68 was recorded in other non-current liabilities on the condensed consolidated balance sheets as of June 30, 2025 and December 31, 2024.

As of June 30, 2025, there was \$54 of unrecognized compensation expense related to the Earnout Awards to be recognized over a weighted-average period of approximately one year. As of June 30, 2025, no Earnout Shares and no Earnout RSUs have been issued as no Triggering Events have occurred.

Note 11. Warrant Liabilities

Upon the Closing of the Business Combination, the Company assumed 8,750,000 public warrants and 7,000,000 private placement warrants that were previously issued by Old DSAC. Each public warrant and private placement warrant is exercisable for 1.571428 shares of New FiscalNote Class A common stock (or an aggregate of up to 24,750,000 shares of New FiscalNote Class A common stock).

During the six months ended June 30, 2025, no public warrants were exercised into shares of Class A common stock. No private placement warrants have been exercised to date. Accordingly, as of June 30, 2025, the Company had 8,358,964 public warrants and 7,000,000 private placement warrants outstanding with a per share fair value of \$0.09. These warrants are accounted for as a liability and have a fair value of \$1,522 at June 30, 2025.

Public Warrants

Each public warrant entitles the registered holder to acquire 1.571428 shares of the Company's Class A common stock at a price of \$7.32

per share, subject to adjustment as discussed below. The warrants became exercisable on August 29, 2022. Warrants may only be exercised for a whole number of shares of Class A common stock. The public warrants will expire on July 29, 2027, or earlier upon redemption or liquidation.

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Redemption of warrants for cash

The Company may call the public warrants for redemption for cash:

- in whole and not in part;
- at a price of \$0.01 per warrant;
- upon a minimum of 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the last reported sale price of the Company's Class A common stock equals or exceeds \$11.45 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like and for certain issuances of the Company's Class A common stock and equity-linked securities) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date the Company sends the notice of redemption to the warrant holders.

If and when the warrants become redeemable by the Company for cash, the Company may exercise its redemption right even if the Company is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

Redemption of warrants for shares of Class A common stock

The Company may redeem the outstanding warrants for shares of Class A common stock:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants prior to redemption and receive that number of shares determined by reference to an agreed table, based on the redemption date and the "fair market value" of Class A common stock (as defined below) except as otherwise described below;
- if, and only if, the last reported sale price of the Company's Class A common stock equals or exceeds \$6.36 per share (as adjusted per stock splits, stock dividends, reorganizations, recapitalizations and the like and for certain issuances of the Company's Class A common stock and equity-linked securities) on the trading day prior to the date on which the Company sends the notice of redemption to the warrant holders; and
- if and only if, the private placement warrants are also concurrently exchanged at the same price (equal to a number of shares of our Class A common stock) as the outstanding public warrants, as described above.
- The "fair market value" of the Class A common stock shall mean the average of the last reported sales price for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. In no event will the warrants be exercisable in connection with this redemption feature for more than 0.567 shares of Class A common stock per warrant (subject to adjustment).

Private Placement Warrants

The private placement warrants are not redeemable by the Company so long as they are held by the sponsor of DSAC or its permitted transferees, except in certain limited circumstances. The DSAC Sponsor, or its permitted transferees, has the option to exercise the private placement warrants on a cashless basis and the DSAC Sponsor and its permitted transferees has certain registration rights related to the private placement warrants (including the shares of Class A common stock issuable upon exercise of the private placement warrants). Except as described in this section, the private placement warrants have terms and provisions that are identical to those of the public warrants. If the private placement warrants are held by holders other than the DSAC Sponsor or its permitted transferees, the private placement warrants will be redeemable by the Company and exercisable by the holders on the same basis as the public warrants.

Note 12. Stock-Based Compensation

2022 Long-Term Incentive Plan

In connection with the Business Combination, the Company's board of directors adopted, and its stockholders approved, the 2022 Long-Term Incentive Plan (the "2022 Plan") under which 20,285,600 shares of Class A common stock were initially reserved for issuance. Effective December 31, 2024, the 2022 Plan was amended to (i) effectuate a one-time increase of 4,000,000 shares authorized for issuance under the 2022 Plan and (ii) revise the "evergreen" provision of the 2022 Plan such that the number of shares of Class A common stock that are automatically added to the 2022 Plan on January 1st of each year will be increased up to the lesser of (a) five percent (5%) of the total number of shares of Class A common stock outstanding on December 31st of the preceding calendar year or (b) 13,523,734 shares of Class A Common Stock (the "2022 Plan Amendment"). The 2022 Plan Amendment allows for the issuance of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock, restricted stock units, dividend equivalent rights, other stock-based awards and cash-based awards. The number of shares of the Company's Class A common stock available for issuance under the 2022 Plan increases on the first day of each calendar year, continuing through and including January 1, 2027, by the lesser of (a) 13,523,734, (b) three percent (3%) prior to the 2022 Plan Amendment and five percent (5%) after the 2022 Plan Amendment, in each case, the total number of shares of Class A Common Stock outstanding on December 31st of the immediately preceding fiscal year or (c) a lesser number determined by the Company's board of directors prior to January 1 of a given year. In accordance with this provision, on each of January 1, 2023 and January 1, 2024, the number of shares authorized for issuance under the 2022 Plan

increased by 3,650,394 and 11,139,719, respectively.

During the six months ended June 30, 2025, the Company issued 5,237,810 restricted stock units. At June 30, 2025, 9,853,080 stock options, 11,509,775 restricted stock units, and 2,724,507 performance based restricted stock units remain outstanding. As of June 30, 2025, the Company had 5,957,860 shares of Class A common stock available for issuance under the 2022 Plan.

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The Company recognized \$3,864 and \$3,463 of stock-based compensation expense for all long term incentive plans in effect during the three months ended June 30, 2025 and 2024, respectively, and \$7,118 and \$9,239 during the six months ended June 30, 2025 and 2024, respectively. The Company recognized a benefit of \$69 and an expense of \$100 of stock-based compensation expense related to acquisition earnouts during the three and six months ended June 30, 2024, respectively.

2022 Employee Stock Purchase Plan

In connection with the Business Combination, the Company's board of directors adopted, and its stockholders approved, the 2022 Employee Stock Purchase Plan (the "ESPP") whereby eligible employees may authorize payroll deductions of up to 15% of their regular base salary to purchase shares at the lower of 85% of the fair market value of the common stock on the date of commencement of the offering period or on the last day of the six-month offering period. The plan is defined as compensatory, and accordingly, a stock-based compensation charge of \$43 and \$94 was recorded as the difference between the fair market value and the discounted purchase price of the Company's common stock for the three months ended June 30, 2025 and 2024 and \$87 and \$193 for the six months ended June 30, 2025 and 2024, respectively. The number of shares of Common Stock reserved for issuance under the ESPP will automatically increase on January 1st each year, starting on January 1, 2023 and continuing through and including January 1, 2027, by the lesser of (a) 3,267,760, (b) one percent (1%) of the total number of shares of all classes of Common Stock outstanding on December 31st of the preceding fiscal year, or (c) a lesser number determined by the Board prior to January 1 of a given year. Pursuant to this provision, on each of January 1, 2024 and January 1, 2025, the number of shares authorized for issuance under the ESPP increased by 1,299,707 and 1,510,853, respectively. For the six months ended June 30, 2025, 162,402 shares have been issued under the ESPP and the Company has 8,256,500 shares of Class A common stock available for issuance under the ESPP.

2024 Inducement Plan Grants

The Company's board of directors adopted the 2024 Inducement Equity Incentive Plan (the "Plan"). The plan allows for the issuance of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock, restricted stock units, performance awards, dividend equivalent rights, other stock-based awards and cash-based awards. Under the Plan, 500,000 shares of Class A common stock were initially reserved for issuance.

During 2024, the Company issued 200,000 stock options and 300,000 restricted stock units. At June 30, 2025, 200,000 stock options and 275,000 restricted stock units remain outstanding. The Company recognized \$35 and \$69 of stock-based compensation expense for this plan in effect during the three and six months ended June 30, 2025, respectively.

Withholding Taxes on Equity Awards

In connection with the settlement of equity awards, the Company records a non-cash liability and corresponding APIC adjustment for the withholding taxes on net share settlement of stock-based compensation and option exercises until such time as those taxes have been remitted to the respective taxing authorities.

Note 13. Earnings (Loss) Per Share

The Company has two classes of common stock authorized: Class A common stock and Class B common stock. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting. Each share of Class A common stock is entitled to one vote per share and each share of Class B common stock is entitled to twenty-five votes per share. The Company allocates undistributed earnings attributable to common stock between the common stock classes on a one-to-one basis when computing net loss per share. As a result, basic and diluted net income (loss) per share of Class A common stock and Class B common stock are equivalent.

Earnings (loss) per share is computed by dividing net earnings (loss) attributable to common shareholders by the weighted average number of common shares outstanding during the period on a basic and diluted basis. The Company's net (loss) income used in computing basic and diluted earnings per share. Diluted (loss) earnings per share considers the impact of potentially dilutive securities.

The following is a calculation of the basic and diluted earnings per share for the Company's common stock, including a reconciliation between net income attributable to common stockholders used for Basic EPS and Diluted EPS for the three and six months ended June 30, 2025 and 2024:

(in thousands, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Basic Earnings Per Share				
Numerator:				
Net (loss) income used to compute basic and diluted EPS	\$ (13,271)	\$ (12,764)	\$ (17,521)	\$ 37,835
Denominator:				
Weighted average common stock outstanding, basic and diluted	160,000,492	134,407,109	155,668,949	132,763,763
Earnings Per Share, basic and diluted	\$ (0.08)	\$ (0.09)	\$ (0.11)	\$ 0.28

Since the Company was in a net loss position during the three months ended June 30, 2024 and the three and six months ended June 30, 2025, basic net loss per share attributable to common stockholders is the same as diluted net loss per share as the inclusion of all potential

common shares outstanding would have been anti-dilutive.

Potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive were as follows:

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	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Anti-dilutive securities excluded from diluted loss per share:				
Anti-dilutive Earnout Awards	19,195,100	19,195,100	19,195,100	19,195,100
Anti-dilutive stock options	33,181	136,640	33,181	136,640
Anti-dilutive Convertible Notes	11,866,893	2,472,079	11,866,893	2,472,079
Anti-dilutive contingently issuable shares	-	66,220	-	66,220
Anti-dilutive restricted stock units	14,234,282	9,063,860	14,234,282	9,063,860
Anti-dilutive Era Convertible Note	9,777,469	-	9,777,469	-
Anti-dilutive GPO Convertible Note	7,083,469	6,619,438	7,083,469	6,619,438
Anti-dilutive Dragonfly Seller Convertible Notes	1,355,930	1,178,005	1,355,930	1,178,005
Anti-dilutive Aicel Convertible Notes	-	106,774	-	106,774
Total anti-dilutive securities excluded from diluted loss per share	63,546,324	38,838,116	63,546,324	38,838,116

Note 14. Provision (Benefit) from Income Taxes

Effective Tax Rate

The Company computes its quarterly and year-to-date provisions for income taxes by applying the estimated effective tax rates to the quarterly and year-to-date pre-tax income or losses and adjusting the provisions for discrete tax items recorded in the periods. For the three months ended June 30, 2025 the Company reported a tax benefit of \$795 on a pre-tax loss of \$14,066, which resulted in an effective tax rate of (5.65) percent. For the six months ended June 30, 2025, the Company reported a tax benefit of \$834 on a pre-tax loss of \$18,355, which resulted in an effective tax rate of (4.54) percent. The Company's effective tax rate differed from the U.S. statutory rate of 21 percent primarily due to the impact of a valuation allowance on the Company's deferred tax assets and the sale of businesses discussed in Note 4, Dispositions. During the six months ended June 30, 2025, the Company recorded a discrete tax benefit for the impact of the sale of Dragonfly and Oxford Analytica of \$281. During the second quarter ended June 30, 2025, the Company filed a tax accounting method change that created an additional discrete tax benefit of \$689.

For the three months ended June 30, 2024, the Company reported a tax provision of \$324 on a pre-tax loss of \$12,440, which resulted in an effective tax rate of (2.60) percent. For the six months ended June 30, 2024, the Company reported a tax provision of \$1,750 on a pre-tax income of \$39,585, which resulted in an effective tax rate of (4.42) percent. The Company's effective tax rate differed from the U.S. statutory rate of 21 percent primarily due to the impact of a valuation allowance on the Company's deferred tax assets. During the six months ended June 30, 2024, the Company recorded a discrete tax charge for the impact of the sale of Board.org of \$2,578.

Unrecognized Tax Benefits and Other Considerations

The Company records liabilities related to its uncertain tax positions. Tax positions for the Company and its subsidiaries are subject to income tax audits by multiple tax jurisdictions throughout the world. The Company believes that it has provided adequate reserves for its income tax uncertainties in all open tax years. As the outcome of the tax audits cannot be predicted with certainty, if any issues arising in the Company's tax audits progress in a manner inconsistent with management's expectations, the Company could adjust its provision for income taxes in the future. As of June 30, 2025, the Company reported an uncertain tax position totaling \$832 relating to a deduction for shares distributed for services associated with the payment of convertible debt. As of June 30, 2024, the Company reported an uncertain tax position totaling \$639 relating to a state tax filing position.

Tax law changes

On July 4, 2025, U.S. legislation formally titled "An Act to Provide for Reconciliation Pursuant to Title II of H. Con. Res. 14" ("The Act") was signed into law. The Act, among other things, extended key provisions of the 2017 Tax Cuts and Jobs Act and introduced targeted changes to the U.S. federal income tax regime. The Company is currently evaluating the impact of The Act on its results of operations and will recognize the related tax impacts in the period of enactment.

Note 15. Fair Value Measurements and Disclosures

Fair value is defined as the price that would be received to sell an asset or paid to settle a liability in an orderly transaction between market participants at the measurement date. Accounting standards utilize a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, which are described below:

- Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets
- Level 2 – Observable inputs other than quoted prices that are either directly or indirectly observable for the asset or liability
- Level 3 – Unobservable inputs that are supported by little or no market activity

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The carrying value of cash and cash equivalents (including investments with an original maturity of three months or less at the date of purchase), restricted cash, accounts receivable, accounts payable, and other accruals readily convertible into cash approximate fair value because of the short-term nature of the instruments.

The following table presents the Company's financial assets and liabilities accounted for at fair value on a recurring basis as of June 30, 2025 by level within the fair value hierarchy:

	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents	\$ 6,418	\$ -	\$ -	\$ 6,418
Short-term investments	-	4,508	-	4,508
Liabilities:				
Public warrants	\$ 828	\$ -	\$ -	\$ 828
Private placement warrants	-	694	-	694
GPO Convertible Note	-	-	36,446	36,446
Dragonfly Seller Convertible Notes	-	-	9,839	9,839
Era Convertible Note	-	-	5,209	5,209
Guaranteed Return Liability and financial liabilities	1,895	-	-	1,895

The following table presents the Company's financial assets and liabilities accounted for at fair value on a recurring basis as of December 31, 2024 by level within the fair value hierarchy:

	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents	\$ 4,836	\$ -	\$ -	\$ 4,836
Short-term investments	-	5,796	-	5,796
Liabilities:				
Public warrants	\$ 1,338	\$ -	\$ -	\$ 1,338
Private placement warrants	-	1,120	-	1,120
GPO Convertible Note	-	-	36,524	36,524
Dragonfly Seller Convertible Notes	-	-	8,979	8,979

The following table summarizes changes in fair value of the Company's level 3 liabilities during the periods presented:

	GPO Convertible Note	Dragonfly Seller Convertible Notes	Era Convertible Note
Balance at December 31, 2024	\$ 36,524	\$ 8,979	\$ -
Fair value at issuance date	-	-	4,728
Change in fair value included in the determination of net (income) loss	(78)	63	481
Paid in kind interest	1,902	528	-
Note and interest conversion	(1,902)	(702)	-
Foreign exchange	-	971	-
Balance at June 30, 2025	\$ 36,446	\$ 9,839	\$ 5,209

Short-Term Investments

The fair value of the short-term investments is based on the quoted market price of the securities on the valuation date. As of June 30, 2025, the estimated fair value of the short-term investments was \$4,508. The Company recognized a non-cash loss of \$19 and \$30 and \$71 and \$79 for the three and six months ended June 30, 2025 and 2024, respectively, resulting from the change in fair value of the short-term investments. The change in fair value is recorded in the condensed consolidated statements of operations and comprehensive income (loss).

Public Warrants

The fair value of the public warrants is based on the quoted market price of such warrants on the valuation date. As of June 30, 2025 and December 31, 2024, the estimated fair value of the public warrants was \$828 and \$1,338, respectively. The Company recognized a non-cash gain of \$593 and a non-cash gain of \$585 during the three months ended June 30, 2025 and 2024, respectively, and a non-cash gain of \$509 and \$1,086 during the six months ended June 30, 2025 and 2024 resulting from the change in fair value of the public warrants, respectively. The change in fair value is recorded in change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss).

Private Placement Warrants

As of June 30, 2025 and December 31, 2024, the estimated fair value of the private warrants was \$694 and \$1,120, respectively. The Company recognized a non-cash gain of \$497 and a non-cash gain of \$490 during the three months ended June 30, 2025 and 2024, respectively,

and a non-cash gain of \$427 and \$910 during the six months ended June 30, 2025 and 2024, respectively, resulting from the

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change in fair value of the private warrants. The change in fair value is recorded in change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss).

GPO Convertible Note

The GPO Convertible Note was recognized as a liability on June 30, 2023 issuance date at its estimated fair value of \$36,583. The estimated fair value of the GPO Convertible Note was determined based on a trinomial lattice model. The following table presents the assumptions used to determine the fair value of the GPO Convertible Note at June 30, 2025 and at December 31, 2024:

	June 30, 2025	December 31, 2024
Common stock share price	\$ 0.54	\$ 1.07
Risk free rate	3.7%	4.3%
Yield	19.5%	18.0%
Expected volatility	50.0%	50.0%
Expected term (years)	3.0	3.5

Dragonfly Seller Convertible Notes

The Dragonfly Seller Convertible Notes were recognized as a liability in connection with the acquisition on January 27, 2023 at a fair value of \$8,635. As of June 30, 2025 and December 31, 2024, the estimated fair value of the Dragonfly Seller Convertible Notes were \$9,839 and \$8,979, respectively. The non-cash loss of \$35 and \$63 (excluding the non-cash gain recognized from the January 2025 conversion) was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the three and six months ended June 30, 2025. The unrealized change in the fair value of the Dragonfly Seller Convertible Note of \$1,264 is recorded in accumulated other comprehensive income for the six months ended June 30, 2024 and the non-cash gain was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive loss in the amount of a gain of \$357 and \$404 for the three and six months ended June 30, 2024, respectively. The following table presents the assumptions used to determine the fair value of the Dragonfly Seller Convertible Notes at June 30, 2025 and December 31, 2024:

	June 30, 2025	December 31, 2024
Common stock share price	\$ 0.54	\$ 1.07
Risk free rate	3.7%	4.3%
Yield	21.0%	19.5%
Expected volatility	50.0%	50.0%
Expected term (years)	2.6	3.1

Era Third Convertible Note

The Third Era Convertible Note was issued in aggregate principal amount of \$5,769. The Company elected to account for the Third Era Convertible Notes using the fair value option. The fair market value of the Third Era Convertible Note at issuance was \$4,728 and \$5,209 at June 30, 2025. The non-cash loss of \$295 and \$481 was recorded in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) during the three and six months ended June 30, 2025, respectively. The following table presents the assumptions used to determine the fair value of the Era Third Convertible Note at June 30, 2025 and the date of issuance of March 17, 2025:

	June 30, 2025	March 17, 2025
Common stock share price	\$ 0.54	\$ 1.05
Risk free rate	3.8%	3.9%
Yield	23.0%	23.0%
Expected volatility	97.0%	94.0%
Expected term (years)	2.7	3.0

Financial liabilities with the amended Legacy Notes

Pursuant to the terms of the amended Legacy Notes, during the three months ended June 30, 2025 the Company converted \$4,812 of the Legacy Notes into 7,193,145 Common Shares. At June 30, 2025, the Company has recognized a non-current liability on the condensed consolidated balance sheet of \$700 reflecting the difference between the amount of the cash raised and the Applicable Amount converted. The resulting non-cash charge of \$669 is recognized in the change in fair value of financial instruments in the condensed consolidated statements of operations and comprehensive income (loss) for the three and six months ended June 30, 2025.

Non-Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company's long-lived assets, including property and equipment, intangible assets and goodwill are measured at fair value on a non-

recurring basis when an impairment has occurred. The Company has not identified any additional impairments to be recorded during the three and six months ended June 30, 2025 and 2024.

There were no transfers of assets or liabilities between levels during the six months ended June 30, 2025 and 2024.

Changes to fair value are recognized as income or expense in the condensed consolidated statements of operations and comprehensive loss.

Note 16. Commitments and Contingencies

Legal Proceedings

From time to time the Company is a party to various disputes, claims, lawsuits and other regulatory and legal matters, including both asserted and unasserted legal claims, in the ordinary course of business. The status of each such matter, referred to herein as a loss contingency, is reviewed and assessed in accordance with applicable accounting rules regarding the nature of the matter, the likelihood that a loss will be incurred, and the amounts involved.

Legal fees are recognized as incurred when the legal services are provided, and therefore are not recognized as part of the loss contingency.

Note 17. Subsequent Events

The Company has evaluated subsequent events through August 15, 2025, the date that the financial statements were available to be issued.

TimeBase Disposition

On May 2, 2025, the Company announced it had entered into an agreement to sell its Australian subsidiary, TimeBase Pty. Ltd. ("TimeBase"). On July 1, 2025, the Company closed the sale of TimeBase for \$6.6 million in cash. Net proceeds from the sale were used to repay \$3.2 million in principal and accrued interest on the Prior Senior Term Loan.

Debt

Amended Legacy Notes

On July 30, 2025, the Company and the holders of the Amended Legacy Notes agreed to extend the original maturity date to August 15, 2025. On August 12, 2025 the Company satisfied its obligations under the Amended Legacy Notes by paying the holders \$3.6 million cash.

2025 Senior Term Loan

On August 5, 2025, the Company entered into that certain financing agreement (the "Financing Agreement"), by and among the Company, as parent guarantor, the Company's domestic subsidiaries party thereto as borrowers and guarantors, the lenders from time to time party thereto, and MGG Investment Group LP, as collateral agent and as administrative agent, pursuant to which the lenders agreed to advance \$75.0 million which matures on August 12, 2029 (the "2025 Senior Term Loan").

On August 12, 2025 the Company closed on the 2025 Senior Term Loan and received net proceeds of \$72.9 million. Proceeds from the 2025 Senior Term Loan and the initial tranche of the Debentures (as defined below) were used to retire all obligations under the Prior Senior Term Loan, to retire its obligations under its Amended Legacy Notes, to retire \$30.0 million of aggregate principal amount under the GPO Convertible Note, to fund estimated transaction expenses and for general corporate purposes.

The 2025 Senior Term Loan ranks senior to all other debt and is secured by a first priority lien on substantially all of the Company's assets. Obligations under the 2025 Senior Term Loan bear interest at variable rates, set at the Company's option, based on a reference rate plus 7%, or the secured overnight financing rate as administered by the Federal Reserve Bank of New York ("SOFR") plus 8%. Interest is payable in cash monthly in arrears.

The 2025 Senior Term Loan is repayable in consecutive quarterly installments on the last business day of each March, June, September and December of each fiscal year commencing September 30, 2025, in an amount equal to (i) \$468,750 with respect to each payment due on September 30, 2025, December 31, 2025, March 31, 2026 and June 30, 2026 and (ii) \$937,500 with respect to each payment due thereafter, with the remaining principal amount due at the maturity of the 2025 Senior Term Loan in August 2029 or such earlier time as it may become payable. The Company also agreed to pay the lenders certain fees on a quarterly basis during the time the 2025 Senior Term Loan remains outstanding, and an exit fee upon its maturity date or earlier termination.

The Financing Agreement also contains four financial covenants: a minimum cash balance requirement, a minimum ARR requirement, a minimum adjusted EBITDA requirement, and a capital expenditure limitation.

The Financing Agreement also includes covenants limiting the ability of the Company and its subsidiaries, subject to certain exceptions, to, among other things, (i) incur indebtedness, (ii) incur liens on their assets, (iii) enter into any transaction of merger, consolidation or amalgamation, liquidate, wind up or dissolve, or dispose of all or substantially all of their property or business, (iv) dispose of any of their property, or, issue or sell any shares of a subsidiary's stock, (v) make any payment or prepayment for any subordinated indebtedness, pay any earn-out payment, seller debt or deferred purchase price payments, or (vi) declare or pay any dividend or make any other distribution. The Financing Agreement also contains certain events of default, including, among others, (i) failure to pay, (ii) breach of representations and warranties, (iii) breach of covenants, subject to any cure periods described therein, and (iv) failure to pay principal or interest on any other material debt.

Purchase Agreement, Convertible Debentures and Registration Rights Agreement

In conjunction with the establishment of the 2025 Term Loan and in order to fund the GPO Redemption (defined below), on August 5, 2025 (the "Purchase Agreement Date"), the Company entered into a securities purchase agreement (the "Purchase Agreement"), with YA II PN, Ltd ("YA"), pursuant to which the Company will issue YA convertible debentures in an aggregate principal amount of approximately \$33.3 million (the "Debentures") for a total cash purchase price of approximately \$30.0 million, subject to satisfaction of certain closing conditions.

On August 12, 2025, the initial tranche of Debentures comprising \$21.0 million in stated principal amount were issued to YA, in accordance with the Purchase Agreement, with the Company receiving net proceeds of \$18.9 million.

The remaining \$12.3 million of Debentures (the "Second Tranche") will be issued on or about the date of the effectiveness of a registration statement that the Company has agreed to file with the Securities and Exchange Commission to register the resale of the Debenture Conversion

Shares (as defined below) issuable upon conversion of the initial tranche of the Debentures. Net proceeds of

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approximately \$11.1 million from the Second Tranche are expected to be used to retire the Company's remaining obligations under its Third Era Convertible Note, to fund estimated transaction expenses and for general corporate purposes.

The Company's obligations under the Purchase Agreement and the Debentures are guaranteed by FiscalNote, Inc., a wholly owned subsidiary of the Company, and are contractually subordinated to the Company's obligations under its senior secured indebtedness, including the 2025 Senior Term Loan, and the 2025 GPO Note (as defined below). The Debentures mature on February 12, 2027 (the "YA Maturity Date") and bear interest at a rate of 5% per annum or 18% per annum in the event of an event of default.

At any time prior to the YA Maturity Date and subject to certain ownership and conversion limitations, YA is entitled to convert any portion of the principal amount of the Debentures and accrued interest thereon into shares of the Company's Class A Common Stock (the "Debenture Conversion Shares") at a conversion price equal to 94% of the lowest daily volume weighted average trading price ("VWAP") during the five trading days prior to the conversion date, subject to a floor price of \$0.25, which is subject to downward adjustment equal to 20% of the average daily VWAPs for the five trading days prior to the earlier of (i) the date of effectiveness of the registration statement, or (ii) February 5, 2026 (the "Floor Price").

In the event (i) the daily VWAP is less than the Floor Price then in effect for any five trading days during a period of seven consecutive trading days, (ii) the Company has issued substantially all of shares of the Class A Common Stock available for issuance without violating applicable rules of the NYSE, or (iii) YA is unable to utilize a registration statement to resell Debenture Conversion Shares for a period of ten (10) consecutive trading days, then the Company will be required to make certain amortization payments to YA.

The Debentures provide for customary events of default, upon which repayment of the Debentures may be accelerated, including failure to pay any amounts due and owing under the Debentures, failure to timely deliver the Debenture Conversion Shares, an uncured breach of any terms of the Debentures and a default under certain of the Company's other indebtedness.

Redemption and Exchange Agreement and New GPO Note

In conjunction with the establishment of the 2025 Term Loan, on August 5, 2025, the Company entered into a redemption and exchange agreement with GPO FN Noteholder, LLC (the "Exchange Agreement").

Pursuant to the Exchange Agreement, on August 12, 2025, the Company redeemed \$30.0 million of the GPO Convertible Note in exchange for a cash payment of \$27.0 million to GPO FN Noteholder, LLC (the "GPO Redemption"). The Company also issued a new \$20.4 million senior subordinated promissory note to GPO FN Noteholder, LLC (the "2025 GPO Note") in exchange for, and the cancellation of, the remaining obligations under the existing GPO Convertible Note.

The 2025 GPO Note is guaranteed by the Company's domestic subsidiaries, which are parties to the 2025 Senior Term Loan, and is contractually subordinated to the Company's obligations under the 2025 Senior Term Loan. The 2025 GPO Note matures on November 13, 2029 and bears interest at a rate of 7.50% per annum payable quarterly in arrears, in cash or, provided no event of default is then occurring under the 2025 GPO Note, freely tradeable shares of the Company's Class A Common Stock, at the Company's option, with the value per share determined with reference to the VWAP of the Class A Common Stock over the trading days occurring within the thirty calendar days prior to the applicable interest payment date. At any time prior to November 13, 2029, GPO FN Noteholder, LLC is entitled to convert all or any portion of the principal amount of the 2025 GPO Note and accrued interest thereon into shares of the Company's Class A Common Stock at an initial conversion price of \$6.91 per share (subject to customary anti-dilution adjustments) (the "Conversion Price"). Under the terms of the 2025 GPO Note, the Company is required to make quarterly installment payments of \$2.0 million of the outstanding principal beginning April 1, 2026 (each such payment date, an "Installment Date") in the form of freely tradeable shares of the Company's Class A Common Stock (the "Installment Shares"), cash, or a combination thereof. Installment Shares shall be issued at a price equal to the lowest of (i) the then-effective Conversion Price under the 2025 GPO Note, (ii) 95% of the VWAP of the Class A Common Stock over the ten trading days immediately preceding the applicable Installment Date and (iii) 95% of the VWAP of the Class A Common Stock over the trading days occurring within the ninety calendar day period immediately preceding the applicable Installment Date.

The 2025 GPO Note provides for customary events of default upon which repayment of the 2025 GPO Note may be accelerated, including failure to pay any amounts due and owing under the 2025 GPO Note, failure to deliver the shares upon a conversion of the 2025 GPO Note, an uncured breach of any terms of the 2025 GPO Note and a default under certain of the Company's other indebtedness. The 2025 GPO Note includes certain negative covenants related to the Company's ability to incur indebtedness.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion provides information that FiscalNote’s management believes is relevant to an assessment and understanding of FiscalNote’s condensed consolidated results of operations and financial condition. The discussion should be read together with the unaudited interim condensed consolidated financial statements and accompanying notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Certain monetary amounts, percentages and other figures included below have been subject to rounding adjustments as amounts are presented in thousands or millions, as the context describes. Percentage amounts included below have not in all cases been calculated on the basis of such rounded figures, but on the basis of such amounts prior to rounding. For this reason, percentage amounts may vary from those obtained by performing the same calculations using the figures in our condensed consolidated financial statements included elsewhere herein. Certain other amounts that appear below may not sum due to rounding.

This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in Part II, Item 1A, “Risk Factors” and other factors set forth in other parts of this Quarterly Report on Form 10-Q. Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q to the “Company,” “FiscalNote,” “we,” “us,” or “our” refer to the business of Old FiscalNote, which became the business of New FiscalNote and its subsidiaries following the Closing.

Overview

FiscalNote is a leading provider of artificial intelligence (AI) driven policy and regulatory intelligence solutions. It delivers critical, actionable legal and policy insights in a rapidly evolving political, regulatory and macroeconomic environment. By combining AI technology, other technologies with analytics, workflow tools, and expert peer insights, FiscalNote empowers customers to manage policy, address regulatory developments, and mitigate global risk. FiscalNote ingests unstructured legislative and regulatory data, and employs AI and data science to deliver structured, relevant and actionable information in order to facilitate key operational and strategic decisions by global enterprises, mid-sized and smaller businesses, government institutions, trade groups and nonprofits. FiscalNote delivers that intelligence through its suite of public policy and issues management products, coupled with expert research and analysis of markets and geopolitical events, as well as powerful tools to manage workflows, advocacy campaigns and constituent relationships.

Business Combination

On July 29, 2022, the Company consummated the transactions contemplated by the Agreement and Plan of Merger, dated as of November 7, 2021, and as amended on May 9, 2022, (the “Merger Agreement”), by and among FiscalNote Holdings, Inc., a Delaware corporation (“Old FiscalNote”), Duddell Street Acquisition Corp., a Cayman Islands exempted company (“DSAC”), and Grassroots Merger Sub, Inc., a Delaware Corporation and a wholly owned direct subsidiary of DSAC (“Merger Sub” and, together with DSAC, the “DSAC Parties”). Pursuant to these transactions, Merger Sub merged with and into Old FiscalNote, with Old FiscalNote becoming a wholly owned subsidiary of DSAC (the “Business Combination” and, collectively with the other transactions described in the Business Combination Agreement, the “Transactions”). In connection with the closing of the Transactions, DSAC domesticated and continued as a Delaware corporation under the name of “FiscalNote Holdings, Inc.” (“New FiscalNote”). Unless the context otherwise requires, references in this Quarterly Report on Form 10-Q to the “Company,” “FiscalNote,” “we,” “us,” or “our” refer to the business of Old FiscalNote, which became the business of New FiscalNote and its subsidiaries following the closing on July 29, 2022. Subsequent to the closing of the Business Combination, the Company’s Class A common stock and public warrants began trading on the New York Stock Exchange (“NYSE”) under the symbols “NOTE” and “NOTE.WS,” respectively. The Company accounted for the Business Combination as a reverse recapitalization whereby Old FiscalNote was determined as the accounting acquirer and DSAC as the accounting acquiree. Accordingly, the Business Combination was treated as the equivalent of Old FiscalNote issuing stock for the net assets of DSAC, accompanied by a recapitalization. The net assets of DSAC are stated at historical cost, with no goodwill or other intangible assets recorded.

Significant Events

Debt Refinance

As described in Note 17 “Subsequent Events” to the condensed consolidated financial statements included elsewhere herein, on August 5 and 12, 2025, the Company entered into, and closed on certain of, a series of transactions whereby the Company (a) retired all of its then outstanding obligations under the senior term loan consummated pursuant to the Credit Agreement with Runway Growth Finance Corp., ORIX Growth Capital, LLC, Clover Orochi LLC, and ACM ASOF VIII SaaS FinCo LLC entered into concurrent with the Business Combination (the “Prior Senior Term Loan”) totaling approximately \$62.7 million (including accrued and unpaid interest and deferred finance costs) and replaced it with a \$75.0 million new senior term loan maturing in August 2029; (b) issued \$21.0 million of Debentures in exchange for \$18.9 million of cash; (c) paid the holder of the GPO Convertible Note \$27.0 million to redeem \$30.0 million of aggregate principal under the GPO Convertible Note and exchanged the GPO Convertible Note for a new convertible note with a principal balance of \$20.4 million maturing in November 2029, and (d) retired all of its then outstanding obligations under the Amended Legacy Notes by paying the holders \$3.6 million in cash. Further, upon the date of the effectiveness of an initial resale registration statement with the Securities and Exchange Commission, the Company expects to issue another \$12.3 million of Debentures whereby the net proceeds of \$11.0 million will be used to repay the outstanding obligations under the Third Era Convertible Note, fund estimated transaction expenses and for general corporate purposes.

As a result of these series of transactions, beginning August 12, 2025, the Company's annualized cash interest payments will be approximately \$9.0 million (based on current SOFR interest rates), and its principal repayments will be approximately \$1.9 million during year one, and approximately \$3.8 million thereafter.

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Factors Impacting the Comparability of Our Operating Results

Dispositions

On March 31, 2025, we completed the sale of Dragonfly and Oxford Analytica for \$40.3 million in cash. The Company recorded a gain of \$15.4 million from the sale of Dragonfly and Oxford Analytica during the six months ended June 30, 2025.

On October 31, 2024, we completed the sale of Aicel Technologies business ("Aicel") for \$9.7 million comprising of \$8.5 million of cash and the assumption of an existing convertible note issued by Aicel in 2022, with an outstanding total principal and accrued paid-in-kind interest amount of \$1.2 million. The Company recorded a gain of \$0.5 million from the sale of Aicel in the fourth quarter of 2024.

On March 11, 2024, we completed the sale of Board.org for \$90.9 million in cash at closing. The Company recorded a gain on sale of business of \$71.5 million during the six months ended June 30, 2024.

These businesses contributed the following:

- Subscription revenue of approximately \$4.0 million for the three months ended June 30, 2024 and approximately \$3.5 million and \$10.6 million for the six months ended June 30, 2025 and 2024, respectively.
- Non-subscription revenue of approximately \$0.7 million for the three months ended June 30, 2024 and approximately \$0.7 million and \$1.5 million for the six months ended June 30, 2025 and 2024, respectively.
- ARR of approximately \$14.2 million at December 31, 2024.

On July 1, 2025, we completed the sale of Timebase (see Note 17, Subsequent Events in the Notes to the Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for more details). Timebase's contributions to FiscalNote were as follows:

- Subscription revenue of approximately \$0.3 million for the three months ended June 30, 2025 and 2024 and approximately \$0.6 million for the six months ended June 30, 2025 and 2024, respectively.
- ARR of approximately \$1.2 and \$1.4 million at June 30, 2025 and December 31, 2024, respectively.

Product rationalization

From time to time, management reviews the Company's existing products and services based on their financial profile and other strategic factors. In connection with such reviews, management decided to cease actively selling and therefore sunset certain non-core products, representing, in aggregate subscription revenue of approximately \$0.1 million and \$0.1 million during the three months ended June 30, 2025 and 2024, respectively, and approximately \$0.2 million and \$0.3 million during the six months ended June 30, 2025 and 2024, respectively.

At the beginning of the second quarter of 2025 the Company had approximately 456 employees. As a result of the Company's business dispositions, product rationalization, business simplification, and cost takeout actions, the Company's full-time equivalent headcount reduced by approximately 17 from the beginning of the second quarter of 2025 through June 30, 2025. As a result, the Company has seen a reduction in overall cash costs across all operating expenses. Management will continue evaluating for additional rationalization opportunities to further reduce the complexity of the business and reduce ongoing operating expenses.

We continue to invest for future growth. We are focused on several key growth levers, including cross-selling and upselling opportunities at existing clients, expanding our client base with a focus on enterprise and government customers, expansion into adjacent markets and deepening our offerings for regulated industries or sectors. Several of these growth drivers require investment in and refinement of our go-to-market approach and, as a result, we may continue to incur additional costs upfront to obtain new customers and expand our relationships with existing customers, including additional sales and marketing expenses specific to subscription revenue.

We plan to invest a portion of our available capital resources in building innovative products, attracting new customers and expanding our leadership role in the legal and regulatory information market to drive growth organically. We evaluate acquisitions and investment opportunities in complementary businesses to supplement our existing platform, enable us to enter new markets and ensure that we are well positioned to provide critical insights to the regulated sectors of the future. Past acquisitions have enabled us to deliver innovative solutions in new categories and enhance the functionality of our existing products. Strategic acquisitions may be a component of our growth strategy in the future.

Key Performance Indicators

In addition to our GAAP results further described and discussed below in this "Management's Discussion and Analysis of Financial Condition and Results of Operations," we monitor the following key performance indicators to evaluate growth trends, prepare financial projections, make strategic decisions, and measure the effectiveness of our sales and marketing efforts. Our management team assesses our performance based on these key performance indicators because it believes they reflect the underlying trends of our business and serve as meaningful measures of our ongoing operational performance.

Annual Recurring Revenue ("ARR")

Approximately 92% of our revenues are subscription based. Our ability to retain existing subscription customers is a key performance indicator that helps explain the evolution of our historical results and is a leading indicator of our revenues and cash flows for subsequent periods. We use ARR as a measure of our revenue trend and an indicator of our future revenue opportunity from existing recurring subscription customer contracts. We calculate ARR on a parent account level by annualizing the contracted subscription revenue, and our total ARR as of the end of a period is the aggregate thereof. ARR is not adjusted for the impact of any known or projected future customer

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cancellations, upgrades or downgrades, or price increases or decreases. The amount of actual revenue that we recognize over any 12-month period is likely to differ from ARR at the beginning of that period, sometimes significantly. This may occur due to timing of the revenue bookings during the period, cancellations, upgrades, or downgrades and pending renewals. ARR should be viewed independently of revenue as it is an operating metric and is not intended to be a replacement or forecast of revenue. Our calculation of ARR may differ from similarly titled metrics presented by other companies.

Our ARR at June 30, 2025 and December 31, 2024, was \$85.9 million and \$107.5 million, respectively. ARR at June 30, 2024 and December 31, 2024, excluding products we discontinued in 2023, and the impact of the sale of Board.org, Aicel, Oxford Analytica, and Dragonfly, was \$93.6 million and \$93.3 million, respectively.

Net Revenue Retention (“NRR”)

Our NRR, which we use to measure our success in retaining and growing recurring revenue from our existing customers, compares our recognized recurring revenue from a set of customers across comparable periods. We calculate our NRR for a given period as ARR at the end of the period minus ARR contracted from new clients for which there is no historical revenue booked during the period, divided by the beginning ARR for the period. We calculate NRR at our parent account level. Our calculation of NRR for any fiscal period includes the positive recurring revenue impacts of selling additional licenses and services to existing customers and the negative recognized recurring revenue impacts of contraction and attrition among this set of customers. Our NRR may fluctuate as a result of a number of factors, including the level of our revenue base, the level of penetration within our customer base, expansion of products and features, the timing of renewals, and our ability to retain our customers. Our calculation of NRR may differ from similarly titled metrics presented by other companies. NRR, excluding the impact of Board.org, Aicel, Oxford Analytica, and Dragonfly, was 96% and 98% for the three months ended June 30, 2025 and 2024, respectively.

Non-GAAP Financial Measures

In addition to financial measures prepared in accordance with GAAP, we use certain non-GAAP financial measures to clarify and enhance our understanding, and aid in the period-to-period comparison, of our performance. Where applicable, we provide reconciliations of these non-GAAP measures to the corresponding most closely related GAAP measure. Investors are encouraged to review the reconciliation of each of these non-GAAP financial measures to its most comparable GAAP financial measure. While we believe that these non-GAAP financial measures provide useful supplemental information, non-GAAP financial measures have limitations and should not be considered in isolation from, or as a substitute for, their most comparable GAAP measures. These non-GAAP financial measures are not prepared in accordance with GAAP, do not reflect a comprehensive system of accounting and may not be comparable to similarly titled measures of other companies due to potential differences in their financing and accounting methods, the book value of their assets, their capital structures, the method by which their assets were acquired and the manner in which they define non-GAAP measures.

Adjusted Gross Profit and Adjusted Gross Profit Margin

We define Adjusted Gross Profit as Total revenues minus cost of revenues, including amortization of capitalized software development costs and acquired developed technology, before amortization of intangible assets that are included in costs of revenues. We define Adjusted Gross Profit Margin as Adjusted Gross Profit divided by Total revenues.

We use Adjusted Gross Profit and Adjusted Gross Profit Margin to understand and evaluate our core operating performance and trends. We believe these metrics are useful measures to us and to our investors to assist in evaluating our core operating performance because they provide consistency and direct comparability with our past financial performance and between fiscal periods, as the metrics eliminate the non-cash effects of amortization of intangible assets that may fluctuate for reasons unrelated to overall operating performance.

Adjusted Gross Profit and Adjusted Gross Profit Margin have limitations as analytical tools, and you should not consider them in isolation, or as a substitute for analysis of our results as reported under GAAP. They should not be considered as replacements for gross profit and gross profit margin, as determined by GAAP, or as measures of our profitability. We compensate for these limitations by relying primarily on our GAAP results and using non-GAAP measures only for supplemental purposes. Adjusted Gross Profit and Adjusted Gross Profit Margin as presented herein are not necessarily comparable to similarly titled measures presented by other companies.

EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin are non-GAAP financial measures. EBITDA represents earnings before interest expense, income taxes, depreciation and amortization. Adjusted EBITDA reflects further adjustments to EBITDA to exclude certain non-cash items and other items that management believes are not indicative of ongoing operations. We define Adjusted EBITDA Margin as Adjusted EBITDA divided by Total revenues.

We disclose EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin in this Quarterly Report on Form 10-Q because these non-GAAP measures are key measures used by management to evaluate our business, measure our operating performance and make strategic decisions. We believe that EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin are useful for investors and others in understanding and evaluating our operating results in the same manner as management. EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin are not financial measures calculated in accordance with GAAP and should not be considered as substitutes for net income (loss), net income (loss) before income taxes, or any other operating performance measure calculated in accordance with GAAP. Using these non-GAAP financial measures to analyze our

business would have material limitations because the calculations are based on the subjective determination of management regarding the nature and classification of events and circumstances that investors may otherwise find significant. In addition, although other companies in our industry may report measures titled EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin or similar measures, such non-GAAP financial measures may be calculated differently from how we calculate non-GAAP financial measures, which reduces their comparability. Because of these limitations, you should consider EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin alongside other financial performance measures, including net income and our other financial results presented in accordance with GAAP.

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Key Components of Results of Operations

Revenues

We derive our revenues from subscription revenue arrangements and advisory, advertising and other revenues. Subscription revenues accounted for approximately 92% and 93% of our total revenues for the six months ended June 30, 2025 and 2024.

Subscription revenue

Subscription revenues consist of revenue earned from subscription-based arrangements that provide customers the right to use the Company's software and products in a cloud-based infrastructure. Subscription revenues are driven primarily by the number of active licenses, the types of products and the price of the subscriptions. The Company also earns subscription revenues by licensing to customers its digital content, including transcripts, news and analysis, images, video and podcast data.

Our subscription arrangements generally have contractual terms of 12 months or more and are non-refundable regardless of the actual use of the service. Subscription revenues are recognized ratably over the non-cancellable contract terms beginning on the commencement date of each contract, which is the date our service is first made available to customers.

Advisory, advertising, and other revenues

Advisory revenues are typically earned under contracts for specific deliverables and are non-recurring in nature, although we regularly sell different advisory services to repeat customers. One-time advisory revenues are invoiced according to the terms of the contract, usually delivered to the customer over a short period of time, during which revenues are recognized.

Advertising revenues are primarily generated by delivering advertising in our own publications (Roll Call and CQ) in both print and digital formats. Revenues for print advertising are recognized upon publication of the advertisement. Revenues for digital advertising are recognized over the period of the advertisement or, if the contract contains impression guarantees, based on delivered impressions.

Cost of revenues, including amortization

Cost of revenues, including amortization primarily consists of expenses related to hosting our service, the costs of data center capacity, amortization of developed technology and capitalized software development costs, certain fees paid to various third parties for the use of their technology, services, or data, costs of compensation, including bonuses, stock compensation, benefits and other expenses for employees associated with providing professional services and other direct costs of production. Also included in cost of revenues, including amortization are our costs related to the preparation of contracted advisory deliverables, as well as costs to develop, publish, print and deliver our publications underlying our books revenue.

Research and development

Research and development expenses include the costs of compensation, including bonuses, stock compensation, benefits and other expenses for employees associated with the creation and testing of the products we offer, related software subscriptions, consulting and contractor fees and allocated overhead.

Sales and marketing

Sales and marketing expenses consist primarily of salaries and related expenses, including bonuses, stock compensation, benefits and other expenses for our sales and marketing staff, including commissions, related software subscriptions, consulting fees, marketing programs and allocated overhead. Marketing programs consist of advertising, events, corporate communications, brand building and product marketing activities.

Editorial

Editorial expenses consist of salaries and related expenses, including bonuses, stock compensation, benefits and other expenses for the editorial team involved in acquiring, creating, and distributing content and allocated overhead.

General and administrative

General and administrative expenses are primarily related to our executive offices, finance and accounting, human resources, legal, internal operations and other corporate functions. These expenses consist of salaries and related expenses, including bonuses, stock compensation, benefits and other expenses, along with professional fees, depreciation and other allocated overhead.

Amortization of intangible assets

Amortization expense relates to our finite-lived intangible assets, including developed technology, customer relationship, databases and tradenames. These assets are amortized over periods of between three and twenty years. Finite-lived intangible assets are tested for impairment when indicators are present, and, if impaired, are written down to fair value. No impairment of intangible assets has been identified during any financial period included in our accompanying condensed consolidated financial statements.

Interest expense, net

Interest expense, net, consists of expense related to interest on our borrowings, the amortization and write off of debt issuance costs and original discount, and interest related to certain derivative instruments.

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Change in fair value of financial instruments

The fair value of financial instruments are accounted for in accordance with ASC 815 and ASC 480. The warrant and derivative liabilities are marked to market each reporting period in accordance with ASC 820 with all gains and losses being recorded within the consolidated statement of operations and comprehensive income (loss).

Income taxes

We use the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on temporary differences between the condensed consolidated financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

The effect on deferred tax assets and liabilities of a change in tax laws is recognized in the condensed consolidated statements of operations and comprehensive income (loss) in the period that includes the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amounts that are expected to be realized based on the weighting of positive and negative evidence.

Results of Operations

The period-to-period comparisons of our results of operations have been prepared using the historical periods included in our condensed consolidated financial statements. The following discussion should be read in conjunction with those condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q.

Comparison of the Consolidated Results for the Three and Six Months Ended June 30, 2025 and June 30, 2024

The following table presents our results of operations for the periods indicated:

(In thousands)	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Revenues:								
Subscription	\$ 21,380	\$ 27,151	\$ (5,771)	(21.3)%	\$ 46,612	\$ 56,777	\$ (10,165)	(17.9)%
Advisory, advertising, and other	1,884	2,095	(211)	(10.1)%	4,163	4,581	(418)	(9.1)%
Total revenues	23,264	29,246	(5,982)	(20.5)%	50,775	61,358	(10,583)	(17.2)%
Operating expenses:								
Cost of revenues, including amortization	4,948	6,863	(1,915)	(27.9)%	11,932	14,107	(2,175)	(15.4)%
Research and development	2,267	3,205	(938)	(29.3)%	5,370	6,685	(1,315)	(19.7)%
Sales and marketing	6,692	9,001	(2,309)	(25.7)%	14,451	18,416	(3,965)	(21.5)%
Editorial	3,472	4,453	(981)	(22.0)%	8,270	9,113	(843)	(9.3)%
General and administrative	11,378	11,260	118	1.0%	27,676	27,336	340	1.2%
Amortization of intangible assets	1,934	2,420	(486)	(20.1)%	4,265	5,105	(840)	(16.5)%
Transaction (gains) costs, net	-	-	-	NM	-	(4)	4	NM
Total operating expenses	30,691	37,202	(6,511)	(17.5)%	71,964	80,758	(8,794)	(10.9)%
Operating loss	(7,427)	(7,956)	529	(6.6)%	(21,189)	(19,400)	(1,789)	9.2%
Loss (Gain) on sale of business	319	-	319	NM	(15,424)	(71,599)	56,175	NM
Interest expense, net	4,338	5,320	(982)	(18.5)%	9,465	12,682	(3,217)	(25.4)%
Change in fair value of financial instruments	1,577	(854)	2,431	NM	906	(327)	1,233	NM
Loss on debt extinguishment	-	-	-	NM	1,784	-	1,784	100.0%
Other (income) expense, net	405	18	387	NM	435	259	176	68.0%
Net (loss) income before income taxes	(14,066)	(12,440)	(1,626)	13.1%	(18,355)	39,585	(57,940)	NM
(Benefit) provision from income taxes	(795)	324	(1,119)	NM	(834)	1,750	(2,584)	(147.7)%
Net (loss) income	(13,271)	(12,766)	(505)	4.0%	(17,521)	\$ 37,835	\$ (55,356)	NM

NM - Not meaningful

Revenue:

Subscription revenue

Subscription revenue of \$21.4 million for the three months ended June 30, 2025 decreased \$5.8 million, or 21%, from \$27.2 million for the three months ended June 30, 2024. Subscription revenue of \$46.6 million for the six months ended June 30, 2025 decreased \$10.2 million for the six months ended June 30, 2024.

The comparability of our revenues between periods was impacted by the sales of the businesses of Dragonfly, Oxford Analytica, Board.org, and Aicel, described under “Factors Impacting the Comparability of Our Results of Operations” above. The table below presents the primary items that impacted the comparability of our subscription revenues between periods.

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(In thousands)	Change for the Three Months Ended June 30, 2025 vs June 30, 2024		Change for the Six Months Ended June 30, 2025 vs June 30, 2024	
	\$	%	\$	%
Revenue change driver:				
Decrease from sale of business	(3,969)	(100.0)%	(7,135)	(67.4)%
Decrease from discontinued products	(73)	(40.0)%	(141)	(48.0)%
Decrease from organic business	(1,729)	(7.6)%	(2,889)	(6.0)%
Revenues, net (total change)	\$ (5,771)	(21.3)%	\$ (10,165)	(17.9)%

The decrease in subscription revenue during the three and six month periods is largely due to the impact from the sale of businesses of Dragonfly and Oxford Analytica on March 31, 2025. The decrease in organic subscription revenue is primarily the result of customer retention challenges combined with the impact of Federal government cuts.

Advisory, advertising, and other revenue

Advisory, advertising, and other revenue was \$1.9 million for the three months ended June 30, 2025, as compared to \$2.1 million for the three months ended June 30, 2024. The decrease of \$0.2 million, or 10%, was the result of the reduction of revenue from the sales of businesses of \$0.7 million partially offset by increases in revenue for advocacy campaigns and advertising.

Advisory, advertising, and other revenue was \$4.2 million for the six months ended June 30, 2025, as compared to \$4.6 million for the three months ended June 30, 2024. The decrease of \$0.4 million, or 9%, was the result of the reduction of revenue from the sales of businesses of \$0.7 million partially offset by increases in revenue for advocacy campaigns.

Revenue by Geography

The below tables present our revenues split by geographic region for the periods presented:

(In thousands)	Three Months Ended June 30,		Change	
	2025	2024	\$	%
North America	\$ 21,699	\$ 23,064	\$ (1,365)	(5.9)%
Europe	1,255	5,382	(4,127)	(76.7)%
Australia	310	319	(9)	(2.8)%
Asia	-	481	(481)	(100.0)%
Total revenues	\$ 23,264	\$ 29,246	\$ (5,982)	(20.5)%

(In thousands)	Six Months Ended June 30,		Change	
	2025	2024	\$	%
North America	\$ 43,609	\$ 49,061	\$ (5,452)	(11.1)%
Europe	6,552	10,651	(4,099)	(38.5)%
Australia	614	622	(8)	(1.3)%
Asia	-	1,024	(1,024)	(100.0)%
Total revenues	\$ 50,775	\$ 61,358	\$ (10,583)	(17.2)%

Revenues by geography are determined based on the region of the FiscalNote contracting entity, which may be different than the region of the customer. North America revenues decreased primarily for the reasons stated above. Asia revenues decreased primarily due to the sale of Aicel in October 2024. Europe revenues decreased primarily due to the sales of Dragonfly and Oxford Analytica on March 31, 2025.

Cost of revenues, including amortization

Cost of revenues, including amortization was \$4.9 million for the three months ended June 30, 2025, as compared to \$6.9 million for the three months ended June 30, 2024. The decrease of \$1.9 million, or 28%, was primarily attributable to the sale of dispositions of \$0.9 million combined with a decrease in amortization expense of \$0.6 million, which related to the introduction of PolicyNote combined with decreases in third party costs.

Cost of revenues, including amortization was \$11.9 million for the six months ended June 30, 2025, as compared to \$14.1 million for the six months ended June 30, 2024. The decrease of \$2.2 million, or 15%, was primarily attributable to the sale of dispositions of \$2.0 million and other decreases in third party costs.

Research and development

Research and development expense was \$2.3 million for the three months ended June 30, 2025 as compared to \$3.2 million for the three months ended June 30, 2024. The decrease of \$0.9 million, or 29%, was primarily attributable to the sale of dispositions of \$0.2 million and a result of workforce planning actions.

Research and development expense was \$5.4 million for the six months ended June 30, 2025 as compared to \$6.7 million for the six months ended June 30, 2024. The decrease of \$1.3 million, or 20%, was primarily attributable to the sale of dispositions of \$0.4 million and a result of workforce planning actions.

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Sales and marketing

Sales and marketing expense was \$6.7 million for the three months ended June 30, 2025 as compared to \$9.0 million for the three months ended June 30, 2024. The decrease of \$2.3 million, or 26%, was primarily attributable to the sale of dispositions of \$1.4 million and a result of workforce planning actions.

Sales and marketing expense was \$14.5 million for the six months ended June 30, 2025 as compared to \$18.4 million for the six months ended June 30, 2024. The decrease of \$4.0 million, or 22%, was primarily attributable to the sale of dispositions of \$2.6 million and a result of workforce planning actions.

Editorial expense

Editorial expense was \$3.5 million for the three months ended June 30, 2025 as compared to \$4.5 million for the three months ended June 30, 2024. The decrease of \$1.0 million, or 22%, was primarily attributable to the sale of dispositions.

Editorial expense was \$8.3 million for the six months ended June 30, 2025 as compared to \$9.1 million for the six months ended June 30, 2024. The decrease of \$0.8 million, or 9%, was primarily attributable to the sale of dispositions.

General and administrative

General and administrative expense was \$11.4 million for the three months ended June 30, 2025 as compared to \$11.3 million for the three months ended June 30, 2024. The increase of \$0.1 million, or 1%, was primarily attributable to an increase related to \$0.5 million of stock compensation expense and overall legal and accounting costs partially offset by decreases related to the sale of dispositions.

General and administrative expense was \$27.7 million for the six months ended June 30, 2025 as compared to \$27.3 million for the six months ended June 30, 2024. The increase of \$0.3 million, or 1%, was primarily attributable to an increase related to increased consulting expenses and compensation expenses partially offset by a decrease in stock compensation expense and decreases related to the sale of dispositions.

Amortization of intangibles

Amortization of intangibles was \$1.9 million for the three months ended June 30, 2025 as compared to \$2.4 million for the three months ended June 30, 2024.

Amortization of intangibles was \$4.3 million for the six months ended June 30, 2025 as compared to \$5.1 million for the six months ended June 30, 2024.

Interest expense, net

Interest expense was \$4.3 million for the three months ended June 30, 2025 as compared to \$5.3 million for the three months ended June 30, 2024. The decrease in interest expense of \$1.0 million was primarily due to the repayment of the Prior Senior Term Loan.

Interest expense was \$9.5 million for the six months ended June 30, 2025 as compared to \$12.7 million for the six months ended June 30, 2024. The decrease in interest expense of \$3.2 million was primarily due to the repayment of the Prior Senior Term Loan.

Change in fair value of financial instruments

Change in fair value of financial instruments was a \$1.6 million loss for the three months ended June 30, 2025 as compared to a \$0.9 million gain for the three months ended June 30, 2024. The change in financial instruments of \$2.4 million is primarily related to the changes in the Dragonfly Seller Convertible Notes, Era Note, and GPO Convertible Note partially offset by the change in the fair value adjustment of the warrant liabilities.

Change in fair value of financial instruments was a \$0.9 million loss for the six months ended June 30, 2025 as compared to a \$0.3 million gain for the six months ended June 30, 2024. The change in financial instruments of \$1.2 million is primarily related to the changes in the Dragonfly Seller Convertible Notes, Era Note, and GPO Convertible Note partially offset by the change in the fair value adjustment of the warrant liabilities.

Certain Non-GAAP Measures

We present certain non-GAAP financial measures including Adjusted Gross Profit, Adjusted Gross Profit Margin and Adjusted EBITDA. Our management team assesses our performance based on these non-GAAP measures because it believes they reflect the underlying trends and indicators of our business and serve as meaningful indicators of our continuous operational performance. We believe these measures are useful for investors for the same reasons. Investors should be aware that these measures are not a substitute for GAAP financial measures or disclosures. Where applicable, we provide reconciliations of these non-GAAP measures to the corresponding most closely related GAAP measure.

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Adjusted Gross Profit and Adjusted Gross Profit Margin

The following table presents our calculation of Adjusted Gross Profit and Adjusted Gross Profit Margin for the periods presented:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Total revenues	\$ 23,264	\$ 29,246	\$ 50,775	\$ 61,358
Costs of revenue, including amortization of capitalized software development costs and acquired developed technology	(4,948)	(6,863)	(11,932)	(14,107)
Gross Profit	\$ 18,316	\$ 22,383	\$ 38,843	\$ 47,251
Gross Profit Margin	79%	77%	77%	77%
Gross Profit	18,316	22,383	38,843	47,251
Amortization of intangible assets	1,779	2,507	5,311	4,935
Adjusted Gross Profit	\$ 20,095	\$ 24,890	\$ 44,154	\$ 52,186
Adjusted Gross Profit Margin	86%	85%	87%	85%

EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin

The following table presents our calculation of EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin for the periods presented:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net (loss) income	\$ (13,271)	\$ (12,764)	\$ (17,521)	\$ 37,835
Income tax (benefit) provision	(795)	324	(834)	1,750
Depreciation and amortization	3,960	5,226	10,078	10,643
Interest expense, net	4,338	5,320	9,465	12,682
EBITDA	(5,768)	(1,894)	1,188	62,910
Loss (Gain) on sale of business ^(a)	319	-	(15,424)	(71,599)
Stock-based compensation	3,964	3,529	7,339	9,704
Change in fair value of financial instruments ^(b)	1,577	(854)	906	(327)
Other non-cash charges ^(c)	662	31	2,801	76
Disposal related costs ^(d)	971	394	5,945	1,098
Employee severance costs ^(e)	800	91	2,144	198
Non-capitalizable debt costs	337	224	744	478
Costs incurred related to the Special Committee ^(f)	167	253	167	453
Non-operating income (g)	(228)	-	(228)	-
Adjusted EBITDA	\$ 2,801	\$ 1,774	\$ 5,582	\$ 2,991
Adjusted EBITDA Margin	12.0%	6.1%	11.0%	4.9%

(a) Reflects the gain on disposal from the sale of Dragonfly and Oxford Analytica on March 31, 2025 and the gain on sale of Board.org on March 11, 2024.

(b) Reflects the non-cash impact from the mark to market adjustments on our financial instruments.

(c) Reflects the non-cash impact of the following: (i) charge of \$40 in the first quarter of 2025 and \$30 in the second quarter of 2025 related to the unrealized loss on investments; (ii) charge of \$315 for fees satisfied with Common Stock of the Company during the first quarter of 2025; (iii) charge of \$1,784 from the loss on debt extinguishment during the first quarter of 2025; (iv) charge of \$632 in the second quarter of 2025 related to foreign currency translation losses, principally arising from converting a GBP denominated convertible note into USD, (v) non-cash charge of \$49 in the first quarter of 2024 and \$31 in the second quarter of 2024 related to the unrealized loss on investments; and (vi) gain of \$4 in the first quarter of 2024 from the change in fair value related to the contingent consideration and contingent compensation related to the 2021, 2022, and 2023 Acquisitions.

(d) Reflects the costs incurred related to the sale of Oxford Analytica and Dragonfly in Q1 2025 and Board.org in Q1 2024, principally consisting of transaction advisory, accounting, tax, and legal fees.

(e) Severance costs associated with workforce changes related to business realignment actions.

(f) Reflects costs incurred related to the Special Committee.

(g) Reflects non-operating income from the Transition Services Agreement that was entered into with the acquirer of Dragonfly and Oxford Analytica on March 31, 2025.

Liquidity and Capital Resources

The Company has improved its cash used in operations by approximately \$67 million when comparing its cash used in operations for the twelve months ended June 30, 2025 to the cash used in operations for the twelve months ended June 30, 2023. Historically the Company has partially funded its operations through raising equity and debt. At June 30, 2025, the Company's cash, cash equivalents, restricted cash, and short-term investments was \$39.2 million compared to \$35.3 million at December 31, 2024.

The Company had a negative working capital balance of \$27.9 million (excluding cash and short-term investments) at June 30, 2025 and had an accumulated deficit of \$824.4 million and \$806.9 million as of June 30, 2025 and December 31, 2024, respectively, and has incurred net losses (excluding the gain on sale of businesses) of \$32.9 million for the six months ended June 30, 2025 and \$33.8 million for the six months ended June 30, 2024, respectively.

As described in Note 17 “Subsequent Events” to the condensed consolidated financial statements included elsewhere herein, we refinanced a substantial amount of our legacy indebtedness. We believe the impact of these actions provides us the flexibility to fund future operations and provide a path toward generating positive cash flows from operations.

Our ability to maintain our minimum cash requirement, fund our future cash interest and principal repayment requirements under our new 2025 Senior Term Loan and fund our operating expenses and capital expenditure requirements will depend in part on general economic,

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financial, competitive, legislative, regulatory and other conditions that may be beyond our control. The Company has implemented various cost saving measures throughout 2023, 2024, and into 2025 that have also contributed toward our overall improvement in cash flows used in operations.

Our historical financing activities included borrowings under senior secured credit facilities, senior secured promissory notes, convertible debt, and preferred share issuances. Our principal debt plus paid-in kind interest outstanding as of June 30, 2025 and December 31, 2024 consisted of the following (excluding any fair value adjustments and debt discounts, as applicable):

(In thousands)	June 30, 2025		December 31, 2024	
Prior Senior Term Loan	\$	61,837	\$	88,595
GPO Convertible Note		50,434		50,434
Amended Legacy Notes		6,525		16,165
Dragonfly Seller Convertible Notes		13,570		13,030
Era Convertible Note		5,769		-
PPP Loan		-		36
Total Principal plus PIK Outstanding	\$	138,135	\$	168,260

Prior Senior Term Loan

In connection with the closing of the business combination with DSAC in July 2022, FiscalNote entered into a \$150.0 million senior credit agreement with Runway Growth Finance Corp., ORIX Growth Capital, LLC, Clover Orochi LLC, and ACM ASOF VIII SaaS FinCo LLC (together the "Senior Lenders"), amended in March 2023 to increase the principal amount by \$6.0 million. On August 12, 2025 the Prior Senior Term Loan was replaced with the 2025 Senior Term Loan and the Company retired all of its then outstanding obligations with the Senior Lenders with a cash payment of approximately \$62.7 million.

The 2025 Senior Term Loan is senior to all other debt and has a first priority lien on substantially all of the Company's assets. The 2025 Senior Term Loan contains customary negative covenants related to borrowing, events of default and covenants, including certain non-financial covenants and covenants limiting the Company's ability to dispose of assets, undergo a change in control, merge with or acquire stock, and make investments, in each case subject to certain exceptions. In addition to the negative covenants, there are four financial covenants in place at August 12, 2025: a minimum cash balance requirement, minimum annual recurring revenue requirement, an adjusted EBITDA requirement (as defined in the 2025 Senior Term Loan) and a capital expenditure limitation. The Company believes it will maintain future compliance with all of its covenants.

During the six months ended June 30, 2025, we made cash interest payments totaling \$4.9 million related to the Prior Senior Term Loan. Pursuant to the terms of the 2025 Senior Term Loan, the Company's quarterly cash interest payments will be approximately \$2.3 million, and its principal repayments will be approximately \$0.5 million per quarter during year one, and approximately \$0.9 million per quarter beginning with the quarter ending September 30, 2026 and thereafter.

See Note 17 "Subsequent Events" to the condensed consolidated financial statements included elsewhere herein.

GPO Convertible Note

On June 30, 2023 the Company issued to GPO FN Noteholder LLC a subordinated convertible promissory note in an initial principal amount of \$46.8 million (the "GPO Convertible Note"). At June 30, 2025 the outstanding principal and accrued and unpaid interest was \$50.4 million. On August 12, 2025, the Company paid the holder of the GPO Convertible Note \$27.0 million in cash to redeem \$30.0 million of aggregate principal under the GPO Convertible Note and exchanged the GPO Convertible Note for a new convertible note with a principal balance of \$20.4 million maturing in November 2029 (the "2025 GPO Note").

The 2025 GPO Note is guaranteed by the Company's domestic subsidiaries which are parties to the 2025 Senior Term Loan, and is contractually subordinated to the Company's obligations under the 2025 Senior Term Loan. The 2025 GPO Note matures on November 13, 2029 and bears interest at a rate of 7.50% per annum payable quarterly in arrears, in cash or, provided no event of default is then occurring under the 2025 GPO Note, freely tradeable shares of the Company's Class A Common Stock, at the Company's option.

See Note 17 "Subsequent Events" to the condensed consolidated financial statements included elsewhere herein.

Debentures

In conjunction with the establishment of the 2025 Term Loan and in order to fund the Redemption, on August 5, 2025 (the "Purchase Agreement Date"), the Company entered into a securities purchase agreement (the "Purchase Agreement") with YA II PN, Ltd ("YA"), pursuant to which the Company will issue YA convertible debentures in an aggregate principal amount of approximately \$33 million (the "Debentures") for a total cash purchase price of approximately \$30 million, subject to satisfaction of certain closing conditions.

On August 12, 2025, \$21 million of Debentures were issued to YA, in accordance with the Purchase Agreement, with the Company receiving net proceeds of \$18.9 million.

The remaining \$12 million of Debentures (the "Second Tranche") will be issued on or about the date of the effectiveness of a resale registration statement with the Securities and Exchange Commission. Net proceeds of \$11.1 million from the Second Tranche are expected to be used to retire the Company's obligations under the Third Era Convertible Note, fund estimated transaction expenses and for general corporate purposes.

Convertible Notes

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Purchased Original Notes

On March 17, 2025 and March 20, 2025, investors holding two convertible notes originally issued in 2020 and assumed by the Company in connection with the Business Combination, with a principal and accrued paid-in-kind interest balance of \$5.7 million (the "Purchased Original Notes"), sold their convertible notes to EGT 11 LLC (the "Exchange Investor"). In connection with the acquisition of the Purchased Original Notes by the Exchange Investor, the Company entered into a Securities Exchange Agreement (the "Exchange Agreement") on March 17, 2025, pursuant to which the Company cancelled the Purchased Original Notes and in exchange (i) issued a convertible note to the Exchange Investor, for \$5.5 million on March 17, 2025 and (ii) issued a second convertible note for \$0.3 million on March 20, 2025 (collectively, the "Third Era Convertible Note"). The acquisition of the Purchased Original Notes by the Exchange Investor and the Exchange Agreement resulted in the extinguishments of the Purchased Original Notes.

Amended Legacy Notes

On March 25, 2025 the Company entered into a letter agreement with the holders of two convertible notes originally issued in 2020, with a principal and accrued paid-in-kind interest balance of \$10.9 million modifying certain provisions in favor of each of the holders (the "Amended Legacy Notes"). On July 30, 2025, the Company and the holders of the Amended Legacy Notes agreed to extend the original maturity date to August 15, 2025. On August 12, 2025, the Company retired all of its then outstanding obligations under the Amended Legacy Notes by paying the holders \$3.6 million in cash.

See Note 17 "Subsequent Events" to the condensed consolidated financial statements included elsewhere herein.

Dragonfly Seller Convertible Note

On January 27, 2023, we acquired Dragonfly and financed part of the purchase with the issuance of convertible notes. The Dragonfly Convertible Note is subordinate to our 2025 Senior Term Loan, accrues interest of 8% per annum, payable in kind or in cash, and matures in January 2028.

Era Convertible Note

First Era Convertible Note

On December 8, 2023 and January 5, 2024, we issued convertible notes in an aggregate principal amount of \$6.3 million in connection with the Company's strategic commercial partnership with Era. During the three months ended June 30, 2024, the Company converted the Era Convertible Notes into 6,852,099 shares of Common Stock, pursuant to the terms of the convertible notes, as amended, and accordingly satisfied all obligations thereunder.

Second Era Convertible Note

On November 12, 2024, we issued convertible notes in an aggregate principal amount of \$5.5 million to an affiliate of Era. The Company issued 7,926,401 shares of common stock during the fourth quarter of 2024, and accordingly satisfied all obligations thereunder. On January 23, 2025 Era returned 1,071,458 shares of the Company's common stock pursuant to the terms of the convertible note.

Third Era Convertible Note

On March 17, 2025, pursuant to the Exchange Agreement, the Company issued a convertible note to the Exchange Investor, for \$5.8 million. Pursuant to the Exchange Agreement, the Company also issued 2,596,050 shares of common stock. The Third Era Convertible Note matures on March 17, 2028, is convertible at the Company's option, and remains outstanding on June 30, 2025.

As described above, upon issuance of the Second Tranche, a portion of the net proceeds from the Second Tranche is expected to be used to repay the outstanding obligations under the Third Era Convertible Note.

See Note 17 "Subsequent Events" to the condensed consolidated financial statements included elsewhere herein.

Capital expenditures

Capital expenditures primarily consist of purchases of capitalized software costs and property and equipment. Our capital expenditures program includes discretionary spending, which we can adjust in response to economic and other changes in our business environment to grow our business. We typically fund our capital expenditures through cash flow from operations and external financing. In the event that we are unable to obtain the necessary funding for capital expenditures, our long-term growth strategy could be significantly affected. Our total capital expenditures were \$3.5 million and \$4.4 million for the six months ended June 30, 2025 and 2024, respectively.

Cash Flow Summary

The following tables summarizes our cash flows for the periods presented:

	2025	2024
Net cash provided by (used in):		
Operating activities	\$ (2,895)	\$ (988)
Investing activities	\$ 36,795	\$ 86,951
Financing activities	\$ (28,817)	\$ (71,825)
Effect of exchange rates on cash	\$ 116	\$ (111)
Net change in cash and cash equivalents	<u>\$ 5,199</u>	<u>\$ 14,027</u>

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Operating activities

Cash used in operating activities consists of net loss adjusted for certain non-cash items including depreciation and amortization, stock-based compensation, changes in fair value of warrant liabilities, non-cash interest expense, and loss on debt extinguishment, as well as the effect of changes in working capital and other activities.

Cash used in operating activities in the six months ended June 30, 2025 was \$2.9 million, an increase of \$1.9 million compared to the six months ended June 30, 2024. The primary factors affecting our net operating cash flows during this period was our net loss of \$17.5 million, which includes non-cash expense items totaling \$13.3 million, including a gain on disposal of business of \$15.4 million, non-cash and paid-in kind interest expense of \$5.7 million, loss on debt extinguishment of \$1.8 million, stock-based compensation expense of \$7.3 million, a change in fair value of financial instruments of \$0.9 million, non-cash lease expense of \$1.0 million, amortization and depreciation of \$11.8 million, other non-cash items of \$0.2 million and the effect of changes in operating assets and liabilities that resulted in cash inflows of 1.3 million.

Cash used in operating activities in the six months ended June 30, 2024 was \$1.0 million, a decrease of \$19.2 million compared to the six months ended June 30, 2023. The primary factors affecting our net operating cash flows during this period was our net income of \$37.8 million, which includes non-cash expenses items totaling \$43.3 million, including a gain on disposal of \$71.6 million, non-cash and paid-in kind interest expense of \$5.4 million, stock-based compensation expense of \$9.7 million, a gain due to the change in fair value of financial instruments of \$0.3 million, non-cash lease expense of \$1.1 million, and amortization and depreciation of \$12.5 million, other non-cash items of \$0.1 million and the effect of changes in operating assets and liabilities that resulted in cash inflows of \$4.5 million.

Investing activities

Net cash provided by investing activities in the six months ended June 30, 2025 was \$36.8 million compared to \$87.0 million in the six months ended June 30, 2024. Net cash provided by investing activities in the six months ended June 30, 2025 primarily consisted of cash proceeds from the sale of a business of \$40.3 million partially offset by cash paid of \$3.5 million of capital expenditures primarily related to software development costs. Net cash provided by investing activities in the six months ended June 30, 2024 was \$87.0 million, which primarily consisted of cash paid for acquisitions, net of cash acquired of \$91.4 million partially offset by cash paid of \$4.4 million of capital expenditures primarily related to software development costs.

Financing activities

Net cash used in financing activities in the six months ended June 30, 2025 was \$28.8 million, compared to \$71.8 million for the six months ended June 30, 2024. Net cash used in financing activities during the six months ended June 30, 2025 primarily consisted of payments of long-term debt and deferred financing costs primarily related to the Amendments to the Credit Agreement of \$29.0 million partially offset by cash proceeds from \$0.1 million from the proceeds of the exercise of stock options and ESPP purchases. Net cash used in financing activities in the six months ended June 30, 2024 was \$71.8 million, which primarily consisted of payments of long-term debt and deferred financing costs primarily related to Amendment 4 to the Credit Agreement and the sale of Board.org of \$72.8 million partially offset by the proceeds from the issuance of Era Convertible Notes of \$0.8 million and proceeds from the issuance of stock options and ESPP purchases of \$0.2 million.

Commitments and Contingencies

Our principal commitments consist of obligations under leases for office space. For more information regarding our lease obligations, see Note 5 “Leases” to the condensed consolidated financial statements included elsewhere herein. For more information regarding our debt service obligations, see Note 8 “Debt” to the condensed consolidated financial statements included elsewhere herein.

Off-Balance Sheet Arrangements

During the periods presented, we did not engage in any off-balance sheet financing activities or other arrangements that have or are reasonably likely to have a current or future material effect on our financial condition or results of operations.

Recently Issued Accounting Pronouncements and Tax Reform

For information regarding new accounting pronouncements, and the impact of these pronouncements on our condensed consolidated financial statements, if any, refer to Note 1 of the notes to our financial statements included in this Quarterly Report on Form 10-Q.

On July 4, 2025, U.S. legislation formally titled "An Act to Provide for Reconciliation Pursuant to Title II of H. Con. Res. 14" (“The Act”) was signed into law. The Act, among other things, extended key provisions of the 2017 Tax Cuts and Jobs Act and introduced targeted changes to the U.S. federal income tax regime. The Company is currently evaluating the impact of The Act on its results of operations and will recognize the related tax impacts in the period of enactment.

Critical Accounting Estimates and Policies

Our condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that involve a significant level of estimation uncertainty and are reasonably likely to have a material impact on the reported amounts of assets, liabilities,

revenues, costs and expenses and related disclosures. On an ongoing basis, we evaluate our estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

There were no significant and material changes in our critical accounting policies and use of estimates during the six months ended June 30, 2025, as compared to those disclosed in "Management's Discussion and Analysis of Financial Condition and Results of

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Operations-Critical Accounting Estimates and Accounting Policies" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on April 1, 2025.

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Item 3. Quantitative and Qualitative Disclosures About Market Risks.

We are exposed to market risks in the ordinary course of our business. These risks primarily consist of inflation risk and fluctuations in interest rates and foreign currency exchange rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes.

Foreign Currency Exchange Risk

We use the U.S. Dollar ("USD") as our reporting currency. Our local subsidiaries transact generally in their local currency, considered the functional currency for that subsidiary. Our foreign currency exchange rate risk is related to translation of our assets and liabilities from the subsidiaries' functional currencies to USD. These adjustments are recorded in accumulated other comprehensive income (loss) on our consolidated balance sheets. Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the Euro, British Pound Sterling and Australian Dollar. Our expenses are generally denominated in the currencies of the jurisdictions in which we conduct our operations, which are primarily in the United States as well as the European Union, United Kingdom, Australia, and India. Our results of operations and cash flows in the future may be adversely affected due to an expansion of non-U.S. dollar denominated contracts, growth of our international entities and changes in foreign exchange rates. The effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have a material impact on our cash denominated in foreign currency. To date, we have not engaged in any hedging strategies. We will continue to reassess our approach to manage the risk relating to fluctuations in currency rates.

Fluctuations in foreign currencies impact the amount of total assets, liabilities, revenues, operating expenses and cash flows that we report for our foreign subsidiaries upon the translation of these amounts into USD. Total revenue for the three and six months ended June 30, 2025, was impacted by approximately 1.0% compared to the three and six months ended June 30, 2024.

Interest Rate Risk

We are subject to market risk associated with changing interest rates within our variable rate Prior Senior Term Loan. Our exposure to changes in interest rates is associated with the Prime Rate.

As of June 30, 2025, we had outstanding borrowings on our Prior Senior Term Loan of \$61.8 million, which bear cash interest at a floating rate based on the Prime Rate plus an applicable margin. At June 30, 2025, the interest rate on our Prior Senior Term Loan was 12.50%. Assuming no change in the outstanding borrowings on our Prior Senior Term Loan, we estimate that a one percentage point increase in the Prime Rate would increase our annual cash interest expense by approximately \$0.6 million.

As a result of the refinancing transaction discussed in Note 8, "Debt" and Note 17, "Subsequent Events" of the condensed consolidated financial statements included elsewhere herein, beginning August 12, 2025, the 2025 Senior Term Loan bears interest at variable rates, set at the Company's option, based on a reference rate plus 7%, or the secured overnight financing rate as administered by the Federal Reserve Bank of New York ("SOFR") plus 8%. Interest is payable in cash monthly in arrears.

Inflation Risk

Although we do not believe inflation has had a material impact on our financial condition, results of operations or cash flows to date, a high rate of inflation in the future may have an adverse effect on our business.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q.

Based on this evaluation, our chief executive officer and chief financial officer concluded that, as of June 30, 2025, our disclosure controls and procedures are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Disclosure Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of the disclosure controls and procedures must reflect the fact that there are resource constraints, and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

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PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in legal or regulatory proceedings, including intellectual property claims, commercial contract matters or employment-related disputes. Such cases may raise complex factual and legal issues, may subject us to material risks and uncertainties, could require significant management time and corporate resources to defend, could result in significant media coverage and negative publicity, and could be harmful to our reputation and our brand. We are not currently a party to any litigation or regulatory proceeding that we expect to have a material adverse effect on our business, results of operations, financial conditions or cash flows.

Item 1A. Risk Factors.

As of the date of this Quarterly Report on Form 10-Q, there have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K filed with the SEC on April 1, 2025, except as set forth below.

Sales of a substantial number of our Class A Common Stock into the public market or the perception that such sales might occur, could cause the market price of our Class A Common Stock to decline. Additionally, the issuance of additional shares of our Class A Common Stock will dilute our other stockholders.

Sales of a substantial number of shares of our Class A Common Stock into the public market or the perception that such sales might occur could cause the market price of our Class A Common Stock to decline and may make it more difficult for you to sell your Class A Common Stock at a time and price that you deem appropriate.

Sales of our Class A Common Stock following the expiration of the lock-up periods or pursuant to exercise of registration rights may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. These sales also could cause the trading price of our Class A Common Stock to fall and make it more difficult for you to sell shares of our Class A Common Stock at a time and price that you deem appropriate.

As previously disclosed, we have issued to the Exchange Investor the Third ERA Convertible Note in the aggregate principal amount \$5.8 million (the “Principal Amount”) which is convertible into shares of Class A Common Stock (the “Third ERA Convertible Note Underlying Shares”) and in connection therewith, we issued 2,596,050 Class A Common Stock to the Exchange Investor (the “Third ERA Convertible Note Fee Shares”) and issued 300,000 shares of Class A Common Stock to a broker (the “Broker Shares”) to facilitate the liquidation of the Third ERA Convertible Note Fee Shares and Third ERA Convertible Note Underlying Shares. If the sale of the Third ERA Convertible Note Underlying Shares and Third ERA Convertible Note Fee Shares do not generate cash proceeds equal to 145% of the Principal Amount, we will be required to issue additional shares of Class A Common Stock to the Exchange Investor (the “Third ERA Convertible Note Additional Shares”).

On August 12, 2025, we issued the 2025 GPO Note which requires us (i) to satisfy the interest payable thereunder in cash or freely tradeable shares of our Class A Common Stock at our option and (ii) make quarterly installment payments of \$2 million of the outstanding principal beginning April 1, 2026 in the form of freely tradeable shares of the Company's Class A Common Stock, cash, or a combination thereof ((i) and (ii) collectively, the “GPO Shares”).

On August 12, 2025, the Company also issued the initial tranche of the Debentures in an aggregate principal amount of approximately \$21 million to YA and the Company expects to issue the Second Tranche of the Debentures with an aggregate principal amount of \$12 million upon pursuant to the Purchase Agreement. YA is entitled to convert any portion of the principal amount of the Debentures and accrued interest thereon into shares of the Company's Class A Common Stock (the “Debenture Conversion Shares”), subject to certain limitations.

The issuance of the Third ERA Convertible Note Underlying Shares, Third ERA Convertible Note Fee Shares, Third ERA Convertible Note Additional Shares, Broker Shares, GPO Shares and Debenture Conversion Shares may cause stockholders to experience significant dilution of their ownership interests and cause the market price of our Class A Common Stock to decline.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Unregistered Sales of Equity Securities

Other than as reported on each of our Current Reports on Form 8-K, we did not have any unregistered sales of equity securities during the three months ended June 30, 2025.

Use of Proceeds

Not applicable

Purchase of Equity Securities

We did not repurchase shares of our common stock during the three months ended June 30, 2025.

Item 3. Defaults Upon Senior Securities.

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None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

2025 Senior Term Loan

As described in more detail under Note 17. Subsequent Events to the unaudited interim condensed consolidated financial statements appearing herein, on August 12, 2025 the Company closed on that certain financing agreement (the “Financing Agreement”), by and among the Company, as parent guarantor, the Company's domestic subsidiaries party thereto as borrowers and guarantors, the lenders from time to time party thereto, and MGG Investment Group LP, as collateral agent and as administrative agent, pursuant to which the lenders agreed to advance \$75.0 million which matures on August 12, 2029 (the "2025 Senior Term Loan"), and received net proceeds of \$72.9million. Proceeds from the 2025 Senior Term Loan, together with \$18.9 million of net proceeds from the issuance of the initial tranche of the Debentures, were used to retire all obligations under the Prior Senior Term Loan, to retire the Amended Legacy Notes, to retire certain of its obligations under the GPO Convertible Note, and to fund estimated transaction expenses and for general corporate purposes. The remaining\$12.3 million of Debentures will be issued following the date of the effectiveness of an initial resale registration statement with the Securities and Exchange Commission, with net proceeds used to retire the Company's obligations under the Third Era Convertible Note, to fund estimated transaction expenses and for general corporate purposes.

At the closing, the Company issued the initial tranche of the Debentures in aggregate principal amount of \$21.0 million; entered into a registration rights agreement with YA pursuant to which the Company agreed to file a registration statement with the SEC under the Securities Act covering YA’s resale of up to 85,000,000 Debenture Conversion Shares; and issued the 2025 GPO Note in aggregate principal amount of \$20.4 million in exchange for, and the cancellation of, the Company’s obligations with respect to the previously existing GPO Convertible Note. Please refer to the Company’s Current Report on Form 8-K filed on August 6, 2025 which previously reported the terms of the agreements and instruments delivered by the Company at the closing.

Departure of Directors or Certain Officers

On August 13, 2025, Michael J. Callahan, a member of the Board of Directors (the “Board”) of FiscalNote Holdings, Inc. (the “Company”), notified the Company of his decision to resign as a director effective on August 27, 2025. He has decided to resign in order to focus on other professional commitments, and not due to any disagreement with the Company on any matter relating to its operations, policies or practices. Mr. Callahan joined the Board in 2017 and currently serves as its Lead Independent Director, Chair of the Corporate Governance Committee, and a member of the Compensation Committee of the Board. He has provided essential guidance to management throughout the Company’s evolution, and the Company is grateful for his service.

Adoption, Modification or Termination of Rule 10-b-5-1 Plans and Certain Other Trading Arrangements

Name and Title	Action	Adoption/ Termination Date	Rule 10-b-5-1⁽¹⁾	Non-Rule 10-b-5-1⁽²⁾	Total Number of Shares of Class A Common Stock to be Sold⁽³⁾	Expiration Date
Jon Slabaugh (Chief Financial Officer and Senior Vice President of Corporate Development)	Adoption	May 15, 2025	X		Indeterminable ⁽⁴⁾	May 15, 2027 ⁽⁵⁾
Todd Aman (Chief Legal & Administrative Officer)	Adoption	May 15, 2025	X		Indeterminable ⁽⁴⁾	May 15, 2027 ⁽⁵⁾
Paul Donnell (Chief Accounting Officer)	Adoption	May 15, 2025	X		Indeterminable ⁽⁴⁾	May 15, 2027 ⁽⁵⁾
Tim Hwang (Executive Chair)	Adoption	May 15, 2025	X		Indeterminable ⁽⁴⁾	May 15, 2027 ⁽⁵⁾
Josh Resnik (President and Chief Executive Officer)	Adoption	May 15, 2025	X		Indeterminable ⁽⁴⁾	May 15, 2027 ⁽⁵⁾

⁽¹⁾ Contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act.

⁽²⁾ “Non-Rule 10b-5-1 trading arrangement,” as defined in Item 408(ac) of Regulation S-K, in order to permit the officer to satisfy the tax withholding obligations incurred upon the vesting of equity awards via "sell to cover" transactions under the Exchange Act.

⁽³⁾ Represents the maximum number of shares that may be sold pursuant to the 10b5-1 arrangement. The number of shares sold will be dependent on the satisfaction of certain conditions as set forth in the trading plan.

⁽⁴⁾ Rule 10b5-1 trading arrangement that is intended to provide for “eligible sell-to-cover transactions” (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the

Exchange Act) to satisfy tax withholding obligations arising exclusively from vesting of restricted stock units (RSUs). The number of shares subject to covered RSUs that will be sold to satisfy applicable tax withholding obligations upon vesting is not currently determinable as the number will vary based on the market price of our Class A Common Stock and the extent to which vesting conditions are satisfied. This sell-to-cover arrangement provides solely for the automatic sale of shares that would otherwise be issuable in respect of a covered RSU in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to us in satisfaction of the applicable withholding obligation.

⁽⁵⁾ Unless earlier terminated in accordance with the terms of the plan.

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Item 6. Exhibits.

Furnish the exhibits required by Item 601 of Regulation S-K (§ 229.601 of this chapter).

Exhibit Number	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
2.1	Agreement and Plan of Merger, dated as of November 7, 2021, by and among Duddell Street Acquisition Corp. (renamed “FiscalNote Holdings, Inc.”), Grassroots Merger Sub, Inc. and FiscalNote Holdings, Inc. (renamed “FiscalNote Intermediate Holdco, Inc.”).	Annex A to the Proxy Statement/Prospectus filed on July 5, 2022 (File No.333-261483).
2.2	First Amendment to Agreement and Plan of Merger, dated as of May 9, 2022, by and among Duddell Street Acquisition Corp. (renamed “FiscalNote Holdings, Inc.”), Grassroots Merger Sub, Inc. and FiscalNote Holdings, Inc. (renamed “FiscalNote Intermediate Holdco, Inc.”).	Annex A-2 to the Proxy Statement/Prospectus filed on July 5, 2022 (File No.333-261483).
3.1	Certificate of Incorporation of FiscalNote Holdings, Inc. (f/k/a/ Duddell Street Acquisition Corp.).	Exhibit 3.1 to the Current Report on Form 8-K filed on August 2, 2022 (File No. 001-396972)
3.2	Bylaws of FiscalNote Holdings, Inc. (f/k/a/ Duddell Street Acquisition Corp.).	Exhibit 3.2 to the Current Report on Form 8-K filed on August 2, 2022 (File No. 001-396972)
4.1	Warrant Agreement, dated as of October 28, 2020, by and among Duddell Street Acquisition Corp and Continental Stock Transfer & Trust Company, as warrant agent.	Exhibit 4.1 of DSAC’s Current Report on Form 8-K filed with the SEC on November 2, 2020 (File No. 333-249207).
4.2	Form of Warrant	Exhibit 10.2 to the Current Report on Form 8-K filed on March 20, 2023 (File No. 001-39672).
10.1+	Amendment No. 6 to Second Amended and Restated Credit and Guaranty Agreement by and among FiscalNote, Inc., CQ-Roll Call, Inc. and VoterVoice, L.L.C. as Borrowers, the Company, FiscalNote Intermediate Holdco, Inc., Fireside 21, LLC, Factsquared, LLC, Predata, Inc., Curate Solutions, Inc., Frontier Strategy Group LLC, and TimeBase Pty. Ltd., as Guarantors, Runway Growth Finance Corp., as administrative agent and collateral agent, and each lender party thereto	Exhibit 10.1 to the Current Report on Form 8-K filed on May 5, 2025 (File No. 001-39672).
10.2*	Financing Agreement, dated as of August 5, 2025, by and among the Company, as Parent Guarantor, the Company's domestic subsidiaries party thereto as borrowers and guarantors the lenders from time to time party thereto, and MGG Investment Group LP, as collateral agent and as administrative agent	Exhibit 10.1 to the Current Report on Form 8-K filed on August 6, 2025 (File No. 001-39672).
10.3*	Securities Purchase Agreement, dated as of August 5, 2025, by and between the Company and YA II PN, Ltd.	Exhibit 10.2 to the Current Report on Form 8-K filed on August 6, 2025 (File No. 001-39672).
10.4	Convertible Debenture.	Filed with this report.
10.5	Registration Rights Agreement by and between the Company and YA II PN, Ltd.	Filed with this report.
10.6*	Redemption and Exchange Agreement, dated as of August 5, 2025, by and between the Company and GPO FN Noteholder, LLC.	Exhibit 10.5 to the Current Report on Form 8-K filed on August 6, 2025 (File No. 001-39672).
10.7	Subordinated Convertible Promissory Note Due 2029.	Filed with this report.
10.8	Form of Amendment, dated July 30, 2025, to Letter Agreement dated March 25, 2025.	Exhibit 10.7 to the Current Report on Form 8-K filed on August 5, 2025 (File No. 001-39672).
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).	Filed with this report.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).	Filed with this report.
32	Section 1350 Certifications.	Furnished with this report.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.	Submitted electronically with this report.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	Submitted electronically with this report.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).	Submitted electronically with this report.

* All schedules have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish a copy of all omitted schedules to the SEC upon its request.

+ Certain portions of this exhibit have been omitted in accordance with Regulation S-K Item 601. The Company agrees to furnish an unredacted copy of the exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FISCALNOTE HOLDINGS, INC.

Date: August 15, 2025

By: _____ /s/ Jon Slabaugh

Name: Jon Slabaugh
Title: Chief Financial Officer

Date: August 15, 2025

By: _____ /s/ Josh Resnik

Name: Josh Resnik
Title: Chief Executive Officer

NEITHER THIS DEBENTURE NOR THE SECURITIES INTO WHICH THIS DEBENTURE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THESE SECURITIES HAVE BEEN SOLD IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

ALL INDEBTEDNESS EVIDENCED BY THIS CONVERTIBLE DEBENTURE IS SUBORDINATE TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, (I) THE SUBORDINATION AGREEMENT, IN THE FORM ATTACHED HERETO AS ANNEX A (THE "MGG SUBORDINATION AGREEMENT"), BY AND AMONG THE HOLDER (AS DEFINED BELOW), THE COMPANY (AS DEFINED BELOW) AND MGG INVESTMENT GROUP LP (TOGETHER WITH ITS PERMITTED SUCCESSORS AND ASSIGNS), AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE SECURED LENDERS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND (II) THE SUBORDINATION AGREEMENT, IN THE FORM ATTACHED HERETO AS ANNEX B (THE "STONEHILL SUBORDINATION AGREEMENT" AND TOGETHER WITH THE MGG SUBORDINATION AGREEMENT, THE "SUBORDINATION AGREEMENTS"), BY AND AMONG THE HOLDER (AS DEFINED BELOW), THE COMPANY (AS DEFINED BELOW) AND GPO FN NOTEHOLDER, LLC, AS THE SENIOR SUBORDINATED CREDITOR, IN EACH CASE AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, AND HOLDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENTS.

FISCALNOTE HOLDINGS, INC.

CONVERTIBLE DEBENTURE

Original Principal Amount: \$21,000,000
Issuance Date: August 12, 2025
Number: NOTE-1

FOR VALUE RECEIVED, FISCALNOTE HOLDINGS, INC, an entity organized under the laws of the State of Delaware (the “Company”), hereby promises to pay to the order of YA II PN, LTD., or its registered assigns (the “Holder”) the amount set out above as the Original Principal Amount (or such lesser amount as reduced pursuant to the terms hereof pursuant to repayment, redemption, conversion or otherwise, the “Principal”) and the Payment Premium, as applicable, in each case when due, and to pay interest (“Interest”) on any outstanding Principal at the applicable Interest Rate (as defined below) from the date set out above as the Issuance Date (the “Issuance Date”) until the same becomes due and payable, whether upon the Maturity Date or acceleration, conversion, redemption or otherwise (in each case in accordance with the terms hereof). The Issuance Date is the date of the first issuance of this Convertible Debenture (as amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time, this “Debenture”) regardless of the number of transfers and regardless of the number of instruments, which may be issued to evidence such Debenture. This Debenture was originally issued pursuant to the Securities Purchase Agreement dated as of August 5, 2025, between the Company and the Buyers listed on the Schedule of Buyers attached thereto (as it may be amended from time to time, the “Securities Purchase Agreement”). Certain capitalized terms used herein are defined in Section (11).

(1) GENERAL TERMS

(a) Maturity Date. The “Maturity Date” shall be February 12, 2027, as may be extended at the option of the Holder. On the Maturity Date, the Company shall have satisfied in full all outstanding Principal, accrued and unpaid Interest, and any other amounts outstanding pursuant to this Debenture; provided, however, in the event that the Company is unable to pay any portion of any amounts that remain outstanding under this Note at the Maturity Date as a result of, or otherwise in connection with, the Subordination Agreements, then (i) the Maturity Date shall automatically be extended until the date that such payment is no longer subject to the restrictions of the Subordination Agreements, and (ii) during such extended period, the Holder shall continue to have the right to convert any portion of the outstanding amount pursuant to the terms and conditions of this Note. Other than as specifically permitted by this Debenture, the Company may not prepay or redeem any portion of the outstanding Principal and accrued and unpaid Interest.

(b) Interest Rate and Payment of Interest. Interest shall accrue on the outstanding Principal balance hereof at an annual rate equal to 5.00% (“Interest Rate”), which Interest Rate shall increase to an annual rate of 18.00% upon the occurrence of an Event of Default (for so long as such event remains uncured). Interest shall be calculated based on a 365-day year and the actual number of days elapsed, to the extent permitted by applicable law.

(c) Monthly Payments. If, any time after the Issuance Date set forth above, and from time to time thereafter, an Amortization Event has occurred, then the Company shall make monthly cash payments (each, a “Amortization Payment”) beginning on the 7th Trading Day after the Amortization Event Date and continuing on the same day of each successive Calendar Month until the entire outstanding amounts shall have been repaid. Each monthly cash payment shall be in an amount equal to the sum of (i) \$6,000,000 of Principal in the aggregate among this Debenture and all Other Debentures (or the outstanding Principal, if less than such amount (the “Amortization Principal Amount”), plus (ii) the Payment Premium in respect of such

Amortization Principal Amount, *plus* (iii) all accrued and unpaid interest hereunder as of each payment date. The obligation of the Company to make monthly cash payments related to an Amortization Event shall cease (with respect to any payment that has not yet come due) if at any time after the Amortization Event Date (A) in the event of a Floor Price Event, either (i) on the date that is the 10th consecutive Trading Day that the daily VWAP is greater than the Floor Price then in effect, or (ii) the Company provides the Holder with a reset notice (“Reset Notice”) setting forth a reduced Floor Price which shall be equal to no more than 75% of the closing price on the Trading Day immediately prior to such Reset Notice (and in no event greater than the then-effective Floor Price), (B) in the event of an Exchange Cap Event, the date the Company has obtained stockholder approval to increase the number of Common Shares under the Exchange Cap and/or the Exchange Cap no longer applies, or (C) in the event of a Registration Event, the condition or event causing the Registration Event has been cured or the Holder is able to resell the Common Shares issuable upon conversion of this Note in accordance with Rule 144 under the Securities Act, unless a subsequent Amortization Event occurs. If this Debenture and any Other Debentures are held by more than one holder, then the Amortization Principal Amount and Payment Premium in respect of such Amortization Principal Amount shall be allocated to each holder based on each holder’s pro-rata portion of the total outstanding Principal amount outstanding under this Debenture and all Other Debentures. If this Debenture and all Other Debentures are held by one holder, then such holder shall decide the allocation of payments between this Debenture and all Other Debentures in its sole discretion. Notwithstanding the foregoing, the ability of the Company to make Amortization Payments hereunder is subject to, and subordinate in the manner and to the extent set forth in, the Subordination Agreements. In the event that the Company is unable to pay any portion of any Amortization Payment as a result of, or otherwise in connection with, the Subordination Agreements, then the Company shall be obligated to pay any unpaid portion of such Amortization Payment as soon as possible following the date that such payment is no longer subject to the restrictions of the Subordination Agreements, provided however, in the event of a Floor Price Event the Company shall be obligated to provide a Reset Notice setting forth a reduced Floor Price prior to the 7th Trading Day from the occurrence of such Floor Price Event.

(d) Optional Redemption. The Company at its option shall have the right, but not the obligation, to redeem (“Optional Redemption”) early a portion or all amounts outstanding under this Debenture as described in this Section; *provided*, that the Company provides the Holder with written notice (each, a “Redemption Notice”) of its desire to exercise an Optional Redemption, which Redemption Notice shall be delivered to the Holder after the close of regular trading hours on a Trading Day. Each Redemption Notice shall be irrevocable and shall specify the outstanding balance of the Debenture to be redeemed and the Redemption Amount. The “Redemption Amount” shall be an amount equal to (a) the outstanding Principal balance being redeemed by the Company *plus* (b) the Payment Premium in respect of such Principal amount *plus* (c) all accrued and unpaid interest hereunder as of the date of such redemption. After receipt of a Redemption Notice, the Holder shall have ten (10) Trading Days (beginning with the Trading Day immediately following the date such Redemption Notice is delivered to the Holder in accordance with this term of this Section 1(d)) to elect to convert all or any portion of this Debenture. On the eleventh (11th) Trading Day following the delivery of the applicable Redemption Notice, the Company shall deliver to the Holder the Redemption Amount with respect to the Principal amount redeemed to the extent not converted and otherwise after giving effect to conversions or other payments made during such ten (10) Trading Day period.

(e) Other than as specifically set forth in this Debenture, the Company shall not be permitted to make any early repayments without the consent of the Holder.

(f) Payment Dates. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(2) EVENTS OF DEFAULT.

(a) An “Event of Default”, wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body) shall have occurred:

(i) The Company's failure to pay to the Holder any amount of Principal, Payment Premium, Interest, or other amounts when and as due under this Debenture or any other Transaction Document and within five (5) Trading Days after such payment is due;

(ii) (A) The Company or any Subsidiary of the Company shall commence, or there shall be commenced against the Company or any Subsidiary of the Company, any proceeding under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company or any Subsidiary of the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any Subsidiary of the Company, in any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of sixty one (61) days; (B) the Company or any Subsidiary of the Company is adjudicated insolvent or bankrupt; (C) any order of relief or other order approving any such case or proceeding is entered; (D) the Company or any Subsidiary of the Company suffers any appointment of any custodian, private or court appointed receiver or the like for it or all or substantially all of its property which continues undischarged or unstayed for a period of sixty one (61) days; (E) the Company or any Subsidiary of the Company makes a general assignment of all or substantially all of its assets for the benefit of creditors; (F) the Company or any Subsidiary of the Company shall fail to pay, shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; (G) the Company or any Subsidiary of the Company shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; (H) the Company or any Subsidiary of the Company shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or (I) any corporate or other action is taken by the Company or any Subsidiary of the Company for the purpose of effecting any of the foregoing;

(iii) The Company or any Subsidiary of the Company shall default in any of its obligations under any note, debenture, mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company or any Subsidiary of the Company in an amount exceeding \$5,000,000, whether such indebtedness now

exists or shall hereafter be created, where such default (A) constitutes a failure to pay the principal of or interest on such indebtedness when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, in each case after the expiration of any applicable grace period; provided, that any such default with respect to indebtedness under the Financing Agreement shall not be deemed an Event of Default under this Section 2(a)(iii)(A) unless such default is not cured or waived in writing by the Senior Lenders (as defined in the Financing Agreement) within ninety (90) days after the occurrence of such default; or (B) results in such indebtedness (for the avoidance of doubt, including, without limitation, any indebtedness under the Financing Agreement) becoming, or being declared, due and payable before its stated maturity;

(iv) A final judgment or judgments for the payment of money in excess of \$3,000,000 in the aggregate are rendered against the Company and/or any of its Subsidiaries and which judgments are not, within sixty-one (61) days after the entry thereof, bonded, discharged, settled or stayed pending appeal, or are not discharged within sixty-one (61) days after the expiration of such stay; provided, however, any judgment which is covered by insurance or an indemnity from a creditworthy party shall not be included in calculating the \$3,000,000 amount set forth above so long as the Company provides the Holder a written statement from such insurer or indemnity provider (which written statement shall be reasonably satisfactory to the Holder) to the effect that such judgment is covered by insurance or an indemnity and the Company or such Subsidiary (as the case may be) will receive the proceeds of such insurance or indemnity within sixty-one (61) days of the issuance of such judgment;

(v) The Common Shares shall cease to be quoted or listed for trading, as applicable, on any Principal Market for a period of ten (10) consecutive Trading Days;

(vi) The Company shall be a party to any Change of Control Transaction unless in connection with such Change of Control Transaction this Debenture is retired;

(vii) The Company's (A) failure to deliver the required number of Common Shares to the Holder within two (2) Trading Days after the applicable Share Delivery Date or (B) notice, written or oral, to any holder of the Debenture, including by way of public announcement, at any time, of its intention not to comply with a request for conversion of all or a portion of this Debenture into Common Shares that is tendered in accordance with the provisions of this Debenture;

(viii) The Company shall fail for any reason to deliver the payment in cash pursuant to a Buy-In (as defined below) within five (5) Business Days after such payment is due;

(ix) The Company's failure to timely file with the Commission any Periodic Report on or before the due date of such filing as established by the Commission, it being understood, for the avoidance of doubt, that due date includes any permitted filing deadline extension under Rule 12b-25 under the Exchange Act;

(x) Any representation or warranty made or deemed to be made by or on behalf of the Company in or in connection with any Transaction Document, or any waiver hereunder or thereunder, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made;

(xi) (A) Any material provision of any Transaction Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder, ceases to be in full force and effect; (B) the Company or any other Person contests in writing the validity or enforceability of any provision of any Transaction Document; or (C) the Company denies in writing that it has any or further liability or obligation under any Transaction Document, or purports in writing to revoke, terminate (other than in accordance with the relevant termination provisions) or rescind any Transaction Document;

(xii) The Company uses the proceeds of the issuance of this Debenture, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulations T, U and X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof), or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose;

(xiii) The Company shall fail to observe or perform any material covenant, agreement or warranty contained in, or otherwise commit any material breach or default of any provision of this Debenture (except as may be otherwise covered by Sections (2)(a)(i) through Section 2(a)(xii) hereof) or any other Transaction Document, which is not cured or remedied within the time prescribed or if no time is prescribed within thirty (30) Business Days.

(b) During the time that any portion of this Debenture is outstanding, if any Event of Default has occurred (other than an event with respect to the Company described in Section (2)(a)(ii)), the full unpaid Principal amount of this Debenture, together with the Payment Premium in respect of such Principal amount, and all interest and other amounts owing in respect of this Debenture to the date of acceleration, shall become, at the Holder's election given by notice pursuant to Section (5), immediately due and payable in cash; provided that, in the case of any event with respect to the Company described in Section (2)(a)(ii), the full unpaid Principal amount of this Debenture, together with the Payment Premium in respect of such Principal amount, and all accrued and unpaid interest and other amounts owing in respect of this Debenture to the date of acceleration, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company. Furthermore, in addition to any other remedies, the Holder shall have the right (but not the obligation) to convert, on one or more occasions all or part of the Debenture in accordance with Section (3) (and subject to the limitations set out in Section (3)(c)(i) and Section (3)(c)(ii)) at any time after an Event of Default has occurred and is continuing until all amounts outstanding under this Debenture have been repaid in full. Except as provided herein, the Holder need not provide, and the Company hereby waives, any presentment demand, protest or other notice of any kind (other than any required notice of conversion), and the Holder may immediately enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder in writing at any time prior to

payment hereunder. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

(3) CONVERSION OF DEBENTURE. This Debenture shall be convertible into Common Shares, on the terms and conditions set forth in this Section (3).

(a) Conversion Right. Subject to the limitations of Section (3)(c), at any time or times on or after the Issuance Date, the Holder shall be entitled to convert any portion of the outstanding and unpaid Conversion Amount into fully paid and nonassessable Common Shares in accordance with Section (3)(b), at the Conversion Price. The number of Common Shares issuable upon conversion of any Conversion Amount pursuant to this Section (3)(a) shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price. The Company shall not issue any fraction of a Common Shares upon any conversion. All calculations under this Section (3) shall be rounded to the nearest \$0.0001. If the issuance would result in the issuance of a fraction of a Common Share, the Company shall round such fraction of a Common Share down to the nearest whole share. The Company shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Shares upon conversion of any Conversion Amount.

(b) Mechanics of Conversion.

(i) Optional Conversion. To convert any Conversion Amount into Common Shares on any date (a "Conversion Date"), the Holder shall (A) transmit by email (or otherwise deliver), for receipt on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion in the form attached hereto as Exhibit I (the "Conversion Notice") to the Company and (B) if required by Section (3)(b)(iii), surrender this Debenture to a nationally recognized overnight delivery service for delivery to the Company (or an indemnification undertaking reasonably satisfactory to the Company with respect to this Debenture in the case of its loss, theft or destruction). On or before the first (1st) Trading Day following the date of receipt of a Conversion Notice (the "Share Delivery Date"), the Company shall (X) if legends are not required to be placed on certificates or the book-entry position of the Common Shares and provided that the Transfer Agent is participating in the Depository Trust Company's ("DTC") Fast Automated Securities Transfer Program, instruct such transfer agent to credit such aggregate number of Common Shares to which the Holder shall be entitled to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the address as specified in the Conversion Notice, a certificate or book-entry position, registered in the name of the Holder or its designee, for the number of Common Shares to which the Holder shall be entitled which certificates shall not bear any restrictive legends unless required pursuant to rules and regulations of the Commission. If this Debenture is physically surrendered for conversion and the outstanding Principal of this Debenture is greater than the Principal portion of the Conversion Amount being converted, then the Company shall as soon as practicable and in no event later than three (3) Business Days after receipt of this Debenture and at its own expense, issue and deliver to the holder a new Debenture representing the outstanding Principal not converted. The Person or Persons entitled to receive the Common Shares issuable upon a conversion of this Debenture shall be treated for all purposes as the record

holder or holders of such Common Shares upon the receipt by the Company of a Conversion Notice.

(ii) Company's Failure to Timely Convert. If the Company shall fail, for any reason or for no reason, on or prior to the applicable Share Delivery Date to issue and deliver a certificate to the Holder or credit the Holder's balance account with DTC for the number of Common Shares to which the Holder is entitled upon such Holder's conversion of any Conversion Amount (a "Conversion Failure"), and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) Common Shares to deliver in satisfaction of a sale by the Holder of Common Shares issuable upon such conversion that the Holder anticipated receiving from the Company (a "Buy-In"), then the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other reasonable out of pocket expenses, if any) for the Common Shares so purchased (the "Buy-In Price"), at which point the Company's obligation to deliver such certificate (and to issue such Common Shares) shall terminate, or (ii) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such Common Shares to which the Holder is entitled with respect to such Conversion Notice and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Common Shares, *multiplied by* (B) the Closing Price on the Conversion Date.

(iii) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion of any portion of this Debenture in accordance with the terms hereof, the Holder shall not be required to physically surrender this Debenture to the Company unless (A) the full Conversion Amount represented by this Debenture is being converted or (B) the Holder has provided the Company with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of this Debenture upon physical surrender of this Debenture. The Holder and the Company shall maintain records showing the Principal and Interest converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Debenture upon any conversion.

(c) Limitations on Conversions.

(i) Beneficial Ownership. The Holder shall not have the right to convert any portion of this Debenture to the extent that after giving effect to such conversion, the Holder, together with any affiliate thereof, would beneficially own (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 4.99% of the number of Common Shares outstanding immediately after giving effect to such conversion. Since the Holder will not be obligated to report to the Company the number of Common Shares it may hold at the time of a conversion hereunder, unless the conversion at issue would result in the issuance of Common Shares in excess of 4.99% of the then outstanding Common Shares without regard to any other shares which may be beneficially owned by the Holder or an affiliate thereof, the Holder shall have the authority and obligation to determine whether the restriction contained in this Section will limit any particular conversion hereunder and to the extent that the Holder determines that the limitation contained in this Section applies, the determination of which portion of the Principal amount of this Debenture is convertible shall be the responsibility and obligation of the Holder. If the Holder has delivered a Conversion Notice

for a Principal amount of this Debenture that, without regard to any other shares that the Holder or its affiliates may beneficially own, would result in the issuance in excess of the permitted amount hereunder, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum Principal amount permitted to be converted on such Conversion Date in accordance with Section (3)(a) and, any Principal amount tendered for conversion in excess of the permitted amount hereunder shall remain outstanding under this Debenture. The provisions of this Section may be waived by a Holder (but only as to itself and not to any other Holder) upon not less than 65 days prior notice to the Company. Other Holders shall be unaffected by any such waiver.

(ii) Principal Market Limitation. Notwithstanding anything in this Debenture to the contrary, the Company shall not issue any Common Shares upon conversion of this Debenture, or otherwise, if the issuance of such Common Shares, together with any Common Shares issued in connection with any other related transactions that may be considered part of the same series of transactions, would exceed the aggregate number Common Shares that the Company may issue in a transaction in compliance with the Company's obligations under the rules or regulations of the New York Stock Exchange ("NYSE") and shall be referred to as the "Exchange Cap," except that such limitation shall not apply if the Company's stockholders have approved such issuances on such terms in excess of the Exchange Cap in accordance with the rules and regulations of NYSE.

(iii) Other Conversion Limitations. During each Calendar Month the Holder agrees that it shall not convert more than an aggregate Principal amount of this Debenture and any Other Debenture held by the Holder equal to the greater of (1) 15% of the monthly trading value of the Common Shares on the Principal Market during such Calendar Month or (2) \$6,000,000; provided, however, that foregoing limitation in this Section (3)(c)(iii) shall not apply (A) at any time upon the occurrence and during the continuance of an Event of Default, and (B) if waived with prior written consent of the Company.

(d) Other Provisions.

(i) All calculations under this Section (3) shall be rounded to the nearest \$0.0001 or whole share.

(ii) So long as this Debenture remain outstanding, the Company shall have reserved from its duly authorized share capital, and shall have instructed the Transfer Agent to irrevocably reserve, the maximum number of Common Shares issuable upon conversion of this Debenture (assuming for purposes hereof that (x) this Debenture is convertible at the Floor Price as of the date of determination, and (y) any such conversion shall not take into account any limitations on the conversion of the Debenture set forth herein or therein (the "Required Reserve Amount")), provided that at no time shall the number of Common Shares reserved pursuant to this Section (3)(d)(ii) be reduced other than pursuant to the conversion of this Debenture in accordance with its terms, and/or cancellation, or reverse stock split.

(iii) Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section (2) herein for the Company's failure to deliver certificates representing Common Shares upon conversion within the period specified

herein and such Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief, in each case without the need to post a bond or provide other security. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

(iv) Legal Opinions. The Company is obligated to cause its legal counsel, which may be in-house counsel for the Company, to deliver legal opinions to the Company's transfer agent in connection with any legend removal upon the expiration of any holding period or other requirement for which the Underlying Shares may bear legends restricting the transfer thereof (i) following any sale of such Underlying Shares pursuant to Rule 144, (ii) if such Underlying Shares are eligible for sale and contemplated to be sold under Rule 144, or (iii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC); provided, however, that such Holder has delivered such reasonably requested representations to such transfer agent, the Company and the Company's legal counsel in connection with the request for such opinion. To the extent a legal opinion is not provided (either timely or at all), then, the Company agrees to reimburse the Holder for all reasonable costs incurred by the Holder in connection with any legal opinions paid for by the Holder in connection with the sale or transfer of the Underlying Shares. The Holder shall notify the Company of any such costs and expenses it incurs that are referred to in this section from time to time and all amounts owed hereunder shall be paid by the Company with reasonable promptness.

(e) Adjustment upon Subdivision or Combination of Common Shares. If the Company, at any time while this Debenture is outstanding, shall (i) pay a stock dividend or otherwise make a distribution or distributions on its shares of Common Shares or any other equity or equity equivalent securities payable in Common Shares, (ii) subdivide outstanding Common Shares into a larger number of shares, (iii) combine (including by way of reverse stock split) outstanding Common Shares into a smaller number of shares, or (iv) issue by reclassification of Common Shares any shares of capital stock of the Company, then the Conversion Price and Floor Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of Common Shares outstanding after such event. Any adjustment made pursuant to this Section shall become effective, in the case of a dividend distribution, immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution or, in the case of a subdivision, combination or re-classification, and shall become effective immediately after the effective date of such subdivision, combination or re-classification.

(f) Other Corporate Events. In addition to and not in substitution for any other rights hereunder, prior to the consummation of any Fundamental Transaction pursuant to which holders of Common Shares are entitled to receive securities or other assets with respect to or in exchange for Common Shares (a "Corporate Event"), the Company shall make appropriate provision to ensure that the Holder will thereafter have the right to receive upon a conversion of this Debenture, at the Holder's option, (i) in addition to the Common Shares receivable upon such conversion, such securities or other assets to which the Holder would have been entitled with respect to such Common Shares had such Common Shares been held by the Holder upon the

consummation of such Corporate Event (without taking into account any limitations or restrictions on the convertibility of this Debenture) or (ii) in lieu of the Common Shares otherwise receivable upon such conversion, such securities or other assets received by the holders of Common Shares in connection with the consummation of such Corporate Event in such amounts as the Holder would have been entitled to receive had this Debenture initially been issued with conversion rights for the form of such consideration (as opposed to Common Shares) at a conversion rate for such consideration commensurate with the Conversion Price. Provision made pursuant to the preceding sentence shall be in a form and substance satisfactory to the Required Holders. The provisions of this Section shall apply similarly and equally to successive Corporate Events and shall be applied without regard to any limitations on the conversion or redemption of this Debenture.

(g) Whenever an adjustment is made pursuant to Section 3(e) hereof, the Company shall promptly provide the Holder with a written notice setting forth a brief statement of the facts requiring such adjustment.

(h) In case of any (1) merger or consolidation of the Company or any Subsidiary of the Company with or into another Person, or (2) sale by the Company or any Subsidiary of the Company of more than one-half of the assets of the Company in one or a series of related transactions, a Holder shall have the right to (A) exercise any rights under Section 3(f), (B) convert the aggregate amount of this Debenture then outstanding into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders of Common Shares following such merger, consolidation or sale, and such Holder shall be entitled upon such event or series of related events to receive such amount of securities, cash and property as the Common Shares into which such aggregate Principal amount of this Debenture could have been converted immediately prior to such merger, consolidation or sales would have been entitled, or (C) in the case of a merger or consolidation, require the surviving entity to issue to the Holder a convertible debenture with a Principal amount equal to the aggregate Principal amount of this Debenture then held by such Holder, plus all accrued and unpaid Interest and other amounts owing thereon, which such newly issued convertible debenture shall have terms identical (including with respect to conversion) to the terms of this Debenture, and shall be entitled to all of the rights and privileges of the Holder of this Debenture set forth herein and the agreements pursuant to which this Debenture was issued. In the case of clause (C), the conversion price applicable for the newly issued convertible debentures shall be based upon the amount of securities, cash and property that each Common Shares would receive in such transaction and the Conversion Price in effect immediately prior to the effectiveness or closing date for such transaction. The terms of any such merger, sale or consolidation shall include such terms so as to continue to give the Holder the right to receive the securities, cash and property set forth in this Section upon any conversion or redemption following such event. This provision shall similarly apply to successive such events.

(4) REISSUANCE OF THIS DEBENTURE.

(a) Transfer. If this Debenture is to be transferred, the Holder shall surrender this Debenture to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Debenture (in accordance with Section (4)(d)), registered in the name of the registered transferee or assignee, representing the outstanding Principal being transferred by the Holder (along with any accrued and unpaid Interest thereof) and, if less than the entire outstanding Principal is being transferred, a new Debenture (in accordance

with Section (4)(d) to the Holder representing the outstanding Principal not being transferred. The Holder and any assignee, by acceptance of this Debenture, acknowledge and agree that, by reason of the provisions of Section (3)(b)(iii) following conversion or redemption of any portion of this Debenture, the outstanding Principal represented by this Debenture may be less than the Principal stated on the face of this Debenture.

(b) Lost, Stolen or Mutilated Debenture. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Debenture, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and substance and, in the case of mutilation, upon surrender and cancellation of this Debenture, the Company shall execute and deliver to the Holder a new Debenture (in accordance with Section (4)(d)) representing the outstanding Principal.

(c) Debenture Exchangeable for Different Denominations. This Debenture is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Debenture or Debentures (in accordance with Section (4)(d)) representing in the aggregate the outstanding Principal of this Debenture, and each such new Debenture will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

(d) Issuance of New Debentures. Whenever the Company is required to issue a new Debenture pursuant to the terms of this Debenture, such new Debenture (i) shall be of like tenor with this Debenture, (ii) shall represent, as indicated on the face of such new Debenture, the Principal remaining outstanding (or in the case of a new Debenture being issued pursuant to Section (4)(a) or Section (4)(c), the Principal designated by the Holder which, when added to the Principal represented by the other new Debentures issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Debenture immediately prior to such issuance of new Debentures), (iii) shall have an issuance date, as indicated on the face of such new Debenture, which is the same as the Issuance Date of this Debenture, (iv) shall have the same rights and conditions as this Debenture, and (v) shall represent accrued and unpaid Interest from the Issuance Date.

(5) NOTICES. Any notices, consents, waivers or other communications required or permitted to be given under the terms hereof must be in writing by letter or electronic mail (“e-mail”) and will be deemed to have been delivered (i) upon receipt, when delivered personally, (ii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, as applicable or (iii) receipt, when sent by e-mail, and, in each case of the foregoing clauses (i), (ii) and (iii), properly addressed to the party to receive the same. The addresses and email addresses for such communications shall be:

If to the Company, to:

FiscalNote Holdings, Inc.
1201 Pennsylvania Avenue NW, 6th Floor
Washington, D.C. 20004
Attn: Chief Legal Officer & Chief Administrative Officer

Email: todd.aman@fiscalnote.com

with a copy (which shall not constitute notice) to:

Polsinelli PC
1401 Eye Street N.W., Suite 800
Washington, DC 20005
Attention: Kevin L. Vold; Shashi Khiani
Email: [***]; [***]

If to the Holder:

YA II PN, Ltd
c/o Yorkville Advisors Global, LLC
1012 Springfield Avenue
Mountainside, NJ 07092
Attention: Mark Angelo
Telephone: [***]
Email: [***]

or at such other address and/or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party in accordance with this Section at least three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, (b) electronically generated by the sender's email service provider containing the time, date, recipient email address or (c) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt from a nationally recognized overnight delivery service or receipt by e-mail in accordance with clause (i), (ii) or (iii) above, respectively.

(6) Except as expressly provided herein, no provision of this Debenture shall alter or impair the obligations of the Company, which are absolute and unconditional, to pay the Principal of, and Interest and other charges (if any) on, this Debenture at the time, place, and rate, and in the currency, herein prescribed. This Debenture is a direct obligation of the Company. As long as this Debenture is outstanding, the Company shall not and shall cause each of its subsidiaries not to, without the consent of the Holder, (i) amend its certificate of incorporation, bylaws or other charter documents so as to adversely affect any rights of the Holder; (ii) repay, repurchase or offer to repay, repurchase or otherwise acquire shares of its Common Shares or other equity securities; (iii) enter into any agreement with respect to any of the foregoing; or (iv) enter into any agreement, arrangement or transaction in or of which the terms thereof would restrict, materially delay, conflict with or impair the ability of the Company to perform its obligations under the this Debenture, including, without limitation, the obligation of the Company to make cash payments hereunder.

(7) This Debenture shall not entitle the Holder to any of the rights of a stockholder of the Company, including without limitation, the right to vote, to receive dividends and other distributions, or to receive any notice of, or to attend, meetings of stockholders or any other proceedings of the Company, unless and to the extent converted into Common Shares in accordance with the terms hereof.

(8) CHOICE OF LAW; VENUE; WAIVER OF JURY TRIAL

(a) Governing Law. This Debenture and the rights and obligations of the Parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws (excluding the principles of conflict of laws) of the State of New York (the "Governing Jurisdiction") (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

(b) Jurisdiction; Venue; Service.

(i) The Company hereby irrevocably consents to the non-exclusive personal jurisdiction of the state courts of the Governing Jurisdiction and, if a basis for federal jurisdiction exists, the non-exclusive personal jurisdiction of any United States District Court for the Governing Jurisdiction.

(ii) The Company agrees that venue shall be proper in any court of the Governing Jurisdiction selected by the Holder or, if a basis for federal jurisdiction exists, in any United States District Court in the Governing Jurisdiction selected by the Holder. The Company waives any right to object to the maintenance of any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, in any of the state or federal courts of the Governing Jurisdiction on the basis of improper venue or inconvenience of forum.

(iii) Any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or tort or otherwise, brought by the Company against the Holder arising out of or based upon this Debenture or any matter relating to this Debenture, or any other Transaction Document, or any contemplated transaction, shall be brought in a court only in the Governing Jurisdiction. The Company shall not file any counterclaim against the Holder in any suit, claim, action, litigation or proceeding brought by the Holder against the Company in a jurisdiction outside of the Governing Jurisdiction unless under the rules of the court in which the Holder brought such suit, claim, action, litigation or proceeding the counterclaim is mandatory, and not permissive, and would be considered waived unless filed as a counterclaim in the suit, claim, action, litigation or proceeding instituted by the Holder against the Company. The Company agrees that any forum outside the Governing Jurisdiction is an inconvenient forum and that any suit, claim, action, litigation or proceeding brought by the Company against the Holder in any court outside the Governing Jurisdiction should be dismissed or transferred to a court located in the Governing Jurisdiction. Furthermore, the Company irrevocably and unconditionally agrees that it will not bring or commence any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Holder arising out of or based upon this Debenture or any matter relating to this Debenture, or any other Transaction Document, or any contemplated transaction, in any forum other than the courts of the State of New York sitting in New York County, and the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such suit, claim, action, litigation or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such federal court. The Company and the Holder

agree that a final judgment in any such suit, claim, action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(iv) The Company and the Holder irrevocably consent to the service of process out of any of the aforementioned courts in any such suit, claim, action, litigation or proceeding by e-mail or the mailing of copies thereof by registered or certified mail postage prepaid, to it at the e-mail address or physical address, as applicable, provided for notices in this Note, such service to become effective thirty (30) days after the date of such e-mail or mailing, as applicable. The Company and the Holder each irrevocably waive any defense it may have on the grounds of insufficient or improper service with respect to service of process effected in accordance with this Section (8)(b)(iv).

(v) Nothing herein shall affect the right of the Holder to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against the Company or any other Person in the Governing Jurisdiction or in any other jurisdiction.

(c) THE PARTIES MUTUALLY WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS OF ANY KIND ARISING OUT OF OR BASED UPON THIS DEBENTURE OR ANY MATTER RELATING TO THIS DEBENTURE, OR ANY OTHER TRANSACTION DOCUMENT, OR ANY CONTEMPLATED TRANSACTION. THE PARTIES ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT THE PARTIES EACH MAKE THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH COUNSEL OF THEIR RESPECTIVE CHOICE. THE PARTIES AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION, WITHOUT A JURY.

(9) Any waiver by the Holder of a breach of any provision of this Debenture shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Debenture. The failure of the Holder to insist upon strict adherence to any term of this Debenture on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Debenture. No provision of this Debenture may be waived or amended other than by a written agreement signed by the parties to this Debenture. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver by any party of its right to exercise any right, power or remedy available to it hereunder or any other right, power or remedy or to demand strict compliance with the terms of this Debenture.

(10) If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any Interest or other amount deemed Interest due hereunder shall violate applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of Interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law

which would prohibit or forgive the Company from paying all or any portion of the Principal of or interest on this Debenture as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Debenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such power as though no such law has been enacted.

(11) CERTAIN DEFINITIONS. For purposes of this Debenture, the following terms shall have the following meanings:

(a) Amortization Event” shall mean (i) the daily VWAP is less than the Floor Price then in effect for any five (5) Trading Days during a period of seven (7) consecutive Trading Days (a Floor Price Event”), (ii) the Company has issued in excess of 99% of the Common Shares available under the Exchange Cap, where applicable (an Exchange Cap Event”), or (iii) at any time after the Effectiveness Deadline (as defined in the Registration Rights Agreement), the Investor is unable to utilize a Registration Statement to resell Underlying Shares for a period of ten (10) consecutive Trading Days (a Registration Event”) (the last day of each such occurrence, an Amortization Event Date”).

(b) Amortization Payment” shall have the meaning set forth in Section (1)(c).

(c) Amortization Principal Amount” shall have the meaning set forth in Section (1)(c).

(d) Bloomberg” means Bloomberg Financial Markets (or if not available, a similar service provider of national recognized standing).

(e) Business Day” means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

(f) Buy-In” shall have the meaning set forth in Section (3)(b)(ii).

(g) Buy-In Price” shall have the meaning set forth in Section (3)(b)(ii).

(h) Calendar Month” means the period from the first day of a month to the last day of the same month.

(i) Change of Control Transaction” means the occurrence of (a) an acquisition after the date hereof by an individual or legal entity or “group” (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of fifty percent (50%) of the voting power of the Company (except that the acquisition of voting securities by the Holder or any other current holder of convertible securities of the Company shall not constitute a Change of Control Transaction for purposes hereof), (b) during any period of two

consecutive years, a replacement of more than one-half of the members of the board of directors of the Company (other than as due to the death or disability of a member of the board of directors) which is not approved by a majority of those individuals who are members of the board of directors on the date hereof (or by those individuals who are serving as members of the board of directors on any date whose nomination to the board of directors was approved by a majority of the members of the board of directors who are members on the date hereof), (c) the merger, consolidation or sale of fifty percent (50%) or more of the assets of the Company or any Subsidiary of the Company in one or a series of related transactions with or into another entity, or (d) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c). No transfer to a wholly-owned Subsidiary shall be deemed a Change of Control Transaction under this provision.

(j) "Closing Price" means the price per share in the last reported trade of the Common Shares on a Principal Market or on the exchange which the Common Shares is then listed as quoted by Bloomberg.

(k) "Commission" means the Securities and Exchange Commission.

(l) "Common Shares" means the shares of Class A common stock, par value \$0.0001, of the Company and stock of any other class into which such shares may hereafter be changed or reclassified.

(m) "Conversion Amount" means the portion of the Principal, Interest, or other amounts outstanding under this Note to be converted, redeemed or otherwise with respect to which this determination is being made.

(n) "Conversion Date" shall have the meaning set forth in Section (3)(b)(i).

(o) "Conversion Failure" shall have the meaning set forth in Section (3)(b)(ii).

(p) "Conversion Notice" shall have the meaning set forth in Section (3)(b)(i).

(q) "Conversion Price" means, as of any Conversion Date or other date of determination 94% of the lowest daily VWAP during the 5 consecutive Trading Days immediately preceding the Conversion Date or other date of determination, but not lower than the Floor Price then in effect.

(r) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(s) "Financing Agreement" means that certain Financing Agreement, dated as of August 5, 2025, by and among the Company, FiscalNote, Inc., the other borrowers party thereto, the guarantors party thereto, the lenders from time to time party thereto, and MGG Investment Group LP, as collateral agent and as administrative agent, as in effect as of the date

hereof and, except as otherwise noted, as the same may be subsequently amended, modified, replaced or refinanced.

(t) “Floor Price” shall mean \$0.25 per Common Share; *provided, however*, that the Floor Price shall be adjusted (downwards only) to equal 20% of average of the daily VWAPs for the five consecutive Trading Days immediately prior to the earlier of (i) the date of effectiveness of the initial Registration Statement, or (ii) the date six months from the date of the Agreement. Notwithstanding the foregoing, the Company may reduce the Floor Price to any amounts set forth in a written notice to the Holder; provided that such reduction shall be irrevocable and shall not be subject to increase thereafter.

(u) “Fundamental Transaction” means any of the following: (1) the Company effects any merger or consolidation of the Company with or into another Person and the Company is the non-surviving company (other than a merger or consolidation with a wholly owned Subsidiary of the Company for the purpose of redomiciling the Company), (2) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (3) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Shares are permitted to tender or exchange their shares for other securities, cash or property, or (4) the Company effects any reclassification of the Common Shares or any compulsory share exchange pursuant to which the Common Shares is effectively converted into or exchanged for other securities, cash or property.

(v) “Material Adverse Effect” has the meaning given such term in the Securities Purchase Agreement.

(w) “Optional Redemption” shall have the meaning set forth in (1)(d).

(x) “Other Debentures” means any other debentures issued pursuant to the Securities Purchase Agreement and any other debentures, notes, or other instruments issued in exchange, replacement, or modification of the foregoing.

(y) “Payment Premium” means 7.5% of the Principal Amount being paid.

(z) “Periodic Reports” shall mean all of the Company’s reports required to be filed by the Company with the Commission under applicable laws and regulations (including, without limitation, Regulation S-K), including annual reports (on Form 10-K), quarterly reports (on Form 10-Q), and current reports (on Form 8-K other than current reports on Form 8-K with respect to Items 1.04, 1.05, 2.03, 2.04, 2.05, 2.06 4.02(a) or 5.02(e) thereunder), for so long as any amounts are outstanding under this Debenture; *provided* that all such Periodic Reports shall include, when filed, all information, financial statements, audit reports (when applicable) and other information required to be included in such Periodic Reports in compliance with all applicable laws and regulations.

(aa) “Person” means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

(bb)“Principal Market” means the NYSE; provided however, that in the event the Company’s Common Shares are ever listed or traded on any of the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, or the Nasdaq Global Select Market, or such successor thereto, the “Principal Market” shall mean that market on which the Common Shares are then listed or traded

(cc)“Redemption Amount” shall have the meaning set forth in Section (1)(d).

(dd)“Redemption Notice” shall have the meaning set forth in Section (1)(d).

(ee)“Registration Rights Agreement” has the meaning given such term in the Securities Purchase Agreement.

(ff)“Registration Statement” means a registration statement meeting the requirements set forth in the Registration Rights Agreement, covering among other things the resale of the Underlying Shares and naming the Holder as a “selling stockholder” thereunder.

(gg)“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(hh)“Share Delivery Date” shall have the meaning set forth in Section (3)(b)(i).

(ii) “Subordination Agreements” means the Subordination Agreement dated as of August 12, 2025, by and among the Holder and MGG Investment Group LP (the “Agent”) and the Subordination Agreement dated as of August 12, 2025, by and among the Holder and GPO FN Noteholder, LLC.

(jj) “Subsidiary” shall mean any Person in which the Company, directly or indirectly, (x) owns a majority of the outstanding capital stock or holds a majority of the equity or similar interest of such Person or (y) controls or operates all or substantially all of the business, operations or administration of such Person, and the foregoing are collectively referred to herein as “Subsidiaries.”

(kk)“Trading Day” means a day on which the Common Shares are quoted or traded on a Principal Market on which the Common Shares are then quoted or listed; provided, that in the event that the Common Shares are not listed or quoted, then Trading Day shall mean a Business Day.

(ll) “Transaction Document” has the meaning given such term in the Securities Purchase Agreement.

(mm)“Underlying Shares” means the Common Shares issuable upon conversion of this Debenture in accordance with the terms hereof.

(m)"VWAP" means, for any Trading Day, the daily volume weighted average price of the Common Shares for such Trading Day on the Principal Market during regular trading hours as reported by Bloomberg L.P.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Convertible Debenture to be duly executed by a duly authorized officer as of the date set forth above.

COMPANY:
FISCALNOTE HOLDINGS, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Chief Financial Officer

EXHIBIT I
CONVERSION NOTICE

(To be executed by the Holder in order to Convert the Debenture)

TO: []

Via Email:

The undersigned hereby irrevocably elects to convert a portion of the outstanding and unpaid Conversion Amount of Debenture No. NOTE-1 into Common Shares of **FISCALNOTE HOLDINGS, INC.**, according to the conditions stated therein, as of the Conversion Date written below.

Conversion Date:

Principal Amount to be Converted:

Accrued Interest to be Converted:

Total Conversion Amount to be converted:

Conversion Price:

Number of Common Shares to be issued:

Please issue the Common Shares in the following name and deliver them to the following account:

Issue to:

Broker DTC Participant Code:

Account Number:

Authorized Signature:

Name:

Title:

ANNEX A

MGG SUBORDINATION AGREEMENT

Intentionally omitted in reliance upon Item 601(a)(5)

ANNEX B

STONEHILL SUBORDINATION AGREEMENT

Intentionally omitted in reliance upon Item 601(a)(5)

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “Agreement”), dated as of August 12, 2025, is made by and between YA II PN, LTD., a Cayman Islands exempt limited company (the “Investor”), and FISCALNOTE HOLDINGS, INC., a company incorporated under the laws of the State of Delaware (the “Company”). The Investor and the Company may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS:

A. In connection with the Securities Purchase Agreement, dated as of August 5, 2025, by and among the parties hereto (the “Securities Purchase Agreement”), the Company has agreed, upon the terms and subject to the conditions of the Securities Purchase Agreement, to issue and sell to the Investor up to \$33,300,000 in aggregate principal amount of convertible debentures (the “Convertible Debentures”), which shall be convertible into shares of the Company’s Class A common stock, par value \$0.0001 (the “Common Shares”) (as converted, the “Conversion Shares”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Securities Purchase Agreement.

B. Pursuant to the terms of, and in consideration for the Investor entering into, and to induce the Investor to execute and deliver the Securities Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the “Securities Act”), and applicable state securities laws and other rights as provided for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) “Effective Date” means the date that the applicable Registration Statement has been declared effective by the SEC.

(b) “Effectiveness Deadline” means, (i) with respect to the initial Registration Statement required to be filed pursuant to Section 2(b), the earlier of the earlier of (A) the 90th calendar day following the First Closing Date and (B) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be reviewed or will not be subject to further review and (ii) with respect to any

additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the earlier of the (A) 75th calendar day following the date on which the Company was required to file such additional Registration Statement and (B) no later than the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be reviewed or will not be subject to further review.

(c) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(d) “Filing Deadline” means, (i) with respect to the initial Registration Statement required to be filed pursuant to Section 2(a), the 14th calendar day following the date hereof and (ii) with respect to any additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the date on which the Company was required to file such additional Registration Statement pursuant to the terms of this Agreement.

(e) “Person” means a corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

(f) “Prospectus” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

(g) “Registrable Securities” means all of (i) the Common Shares issuable upon conversion of the Convertible Debentures, (ii) the additional shares issuable in connection with any anti-dilution provisions of the Convertible Debentures, and (iii) any Common Shares issued or issuable with respect to any shares described in subsections (i) and (ii) above by way of any stock split, stock dividend or other distribution, recapitalization or similar event or otherwise (in each case without giving effect to any limitations on exercise set forth in the Convertible Debentures, as applicable).

(h) “Registration Statement” means any registration statement of the Company filed pursuant to this Agreement, including the Prospectus, amendments and supplements to such registration statement or Prospectus, including post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

(i) “Required Registration Amount” means (i) with respect to the initial Registration Statement at least 85,000,000 Common Shares issued or to be issued upon conversion of the Convertible Debentures, and (ii) with respect to subsequent Registration Statements such number of Common Shares as requested by the Investor not to exceed 300% of the maximum number of Common Shares issuable upon conversion of all Convertible Debentures then

outstanding (assuming for purposes hereof that (x) such Convertible Debentures are convertible at the Conversion Price (as defined therein) in effect as of the date of determination, and (y) any such conversion shall not take into account any limitations on the conversion of the Convertible Debentures set forth therein), in each case subject to any cutback set forth in Section 2(d).

(j) “Rule 144” means Rule 144 under the Securities Act or any successor rule thereto.

(k) “Rule 415” means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same purpose and effect as such Rule.

(l) “SEC” means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

(m) “Securities Act” shall have the meaning set forth in the Recitals above.

(n) “SEC Guidance” means (i) any publicly-available written or oral guidance of the SEC staff, or any comments, requirements or requests of the SEC staff and (ii) the Securities Act.

2. REGISTRATION.

(a) Registration Period. The Company’s registration obligations set forth in this Section 2 including its obligations to file Registration Statements, obtain effectiveness of Registration Statements, and maintain the continuous effectiveness of any Registration Statement that has been declared effective shall begin on the date hereof and continue until all the Registrable Securities have been sold or may be sold without any restrictions pursuant to Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and reasonably acceptable to the Company’s transfer agent (the “Registration Period”).

(b) Mandatory Registration. Subject to the terms and conditions of this Agreement, the Company shall use its reasonable best efforts (i) on or prior to the Filing Deadline, prepare and file with the SEC an initial Registration Statement on Form S-3 (or, if the Company is not then eligible, on Form S-1) or any successor form thereto covering the resale by the Investor of Registrable Securities, and (ii) on or prior to the 30th calendar day following receipt of each written notice by the Investor (a “Demand Notice”) delivered pursuant to the terms hereof, prepare and file an additional Registration Statement covering the resale by the Investor of Registrable Securities not covered by the initial Registration Statement. Each Registration Statement prepared pursuant hereto shall register for resale at least the number of Common Shares equal to the Required Registration Amount as of date the Registration Statement is initially filed with the SEC. Each Registration Statement shall contain “Selling Stockholders” and “Plan of Distribution” sections. The Company shall use its reasonable best efforts to have each Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the Effectiveness Deadline. By 9:30 am, New York time on the Business Day following the date of effectiveness, the Company shall file with the SEC in accordance with Rule 424 under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement. Prior to the filing of the Registration Statement with the SEC, the Company shall furnish a draft of the

Registration Statement to the Investor for their review and reasonable comment. The Investor shall furnish comments on the Registration Statement to the Company within 24 hours of the receipt thereof from the Company. For the purposes hereof, the Investor shall be entitled to deliver a Demand Notice to the Company at any time during the Registration Period if at such time (i) no Registration Statement is then in effect which the Investor may use to resell Registrable Securities, or (ii) a Registration Statement is effective, but the holder has resold substantially all of the Common Shares registered on such Registration Statement. In addition, the Investor may deliver a Demand Notice to the Company at any time during the Registration Period during which (i) the Company does not have a class of securities listed, or approved for listing, on a national securities exchange registered pursuant to Section 6 of the Exchange Act, or (ii) Rule 144, as amended, would not allow the “tacking” of the holding period of the Convertible Debenture onto the holding period of the Conversion Shares issuable upon conversion thereof.

(c) Amendments and Supplements. During the Registration Period, the Company shall (i) promptly prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with a Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, (ii) prepare and file with the SEC additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities in accordance with the terms of this Agreement; (iii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and as so supplemented or amended to be filed pursuant to Rule 424; (iv) respond as promptly as reasonably practicable to any comments received from the SEC with respect to a Registration Statement or any amendment thereto and as promptly as reasonably practicable provide the Investor true and complete copies of all correspondence from and to the SEC relating to a Registration Statement (provided that the Company may excise any information contained therein which would constitute material non-public information as to any Investor which has not executed a confidentiality agreement with the Company); and (v) comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 2(c)) by reason of the Company’s filing a report on Form 10-K, Form 10-Q, or Form 8-K or any analogous report under the Securities Exchange Act, the Company shall incorporate such report by reference into the Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the Exchange Act report is filed which created the requirement for the Company to amend or supplement the Registration Statement.

(d) Reduction of Registrable Securities Included in a Registration Statement. Notwithstanding anything contained herein, in the event that the SEC requires the Company to reduce the number of Registrable Securities to be included in a Registration Statement in order to allow the Company to rely on Rule 415 with respect to a Registration Statement, then the Company shall be obligated to include in such Registration Statement (which may be a subsequent Registration Statement if the Company needs to withdraw a Registration Statement

and refile a new Registration Statement in order to rely on Rule 415) only such limited portion of the Registrable Securities as the SEC shall permit. Any Registrable Securities that are excluded in accordance with the foregoing terms are hereinafter referred to as “Cut Back Securities.” To the extent Cut Back Securities exist, promptly following such time as may be permitted by the SEC, the Company shall be required to file a Registration Statement covering the resale of the Cut Back Securities (subject also to the terms of this Section) and shall use its best efforts to cause such Registration Statement to be declared effective as promptly as practicable thereafter, but in no event later than the Effectiveness Deadline. Notwithstanding the foregoing to the contrary, the Company shall be obligated to use diligent efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09. Unless otherwise directed in writing by a holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows: (i) first, the Company shall reduce or eliminate any securities to be included other than Registrable Securities; and (ii) second, the Company shall reduce Registrable Securities on a pro rata basis based on the total number of Registrable Securities held by such holders (or as otherwise expressly directed by the SEC).

3. RELATED OBLIGATIONS.

(a) The Company shall, not less than three Business Days prior to the filing of each Registration Statement and not less than one Business Day prior to the filing of any related amendments and supplements to all Registration Statements (except for annual reports on Form 10-K, supplements and amendments to update the Registration Statement solely for information reflected in the Company’s annual reports on Form 10-K, quarterly reports on Form 10-Q or current reports on Form 8-K), furnish to each Investor copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the reasonable and prompt review of such Investor. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Investor shall reasonably object in good faith; *provided that*, the Company is notified of such objection in writing no later than one (1) Trading Days after the Investors have been so furnished copies of a Registration Statement.

(b) The Company shall furnish to each Investor whose Registrable Securities are included in any Registration Statement, without charge, (i) an electronic copy of such Registration Statement as declared effective by the SEC and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, all exhibits and each preliminary prospectus, (ii) an electronic of the final prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such Investor may reasonably request) and (iii) such other documents, which are not publicly available through EDGAR, as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor.

(c) To the extent required by “blue sky” laws of any jurisdiction in the United States, the Company shall use its best efforts to (i) register and qualify the Registrable Securities covered by a Registration Statement under such other securities or “blue sky” laws of such jurisdictions in the United States as the Investor reasonably requests, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such

registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (w) make any change to its articles of incorporation or by-laws, (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(c), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or “blue sky” laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(d) At any time prior to the end of the Registration Period, as promptly as practicable after becoming aware of such event or development, the Company shall notify each Investor in writing of the happening of any event as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, nonpublic information), and promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver ten (10) copies of such supplement or amendment to the Investor. The Company shall also promptly notify each Investor in writing (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Investor by facsimile on the same day of such effectiveness), (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information, and (iii) of the Company’s reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. The Company shall respond as promptly as reasonably practicable to any comments received from the SEC with respect to a Registration Statement or any amendment thereto.

(e) The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction within the United States of America and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify each Investor who holds Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(f) The Company shall hold in confidence and not make any disclosure of information concerning the Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final,

non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning the Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(g) The Company shall use its reasonable best efforts to cause all the Registrable Securities to be listed on each securities exchange on which the Common Shares is then listed. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(g).

(h) The Company shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of Common Shares and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule; provided, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

(i) The Company shall use its reasonable best efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

(j) The Company shall otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

(k) Within one Business Day after a Registration Statement which covers Registrable Securities is declared effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investor whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the SEC.

(l) The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by each Investor of Registrable Securities pursuant to a Registration Statement.

4. OBLIGATIONS OF THE INVESTOR.

(a) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(d) the Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(d) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, subject to compliance with the securities laws, the Company shall cause its transfer agent to deliver unlegended certificates for

Common Shares to a transferee of an Investor in accordance with the terms of the Securities Purchase Agreement in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(d) and for which the Investor has not yet settled.

(b) The Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

5. EXPENSES OF REGISTRATION.

Each party shall bear its own fees and expenses related to the transactions contemplated by this Agreements. For the avoidance of doubt, all expenses incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all registration, listing and qualifications fees, printers expenses, and fees and expenses of the Company's counsel and accountants (except legal fees of Investor's counsel associated with the review of the Registration Statement). The Investor shall pay any sales or brokerage commissions and fees and expenses of counsel for, and other expenses of, the Investor incurred in connection with registration of Registrable Securities.

6. INDEMNIFICATION.

With respect to Registrable Securities which are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company shall, and hereby does, indemnify, hold harmless and defend the Investor, the directors, officers, partners, employees, agents, representatives of, and each Person, if any, who controls any Investor within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) any untrue statement or alleged untrue statement of a material fact contained in any final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light

of the circumstances under which the statements therein were made, not misleading; or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation there under relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, “Violations”) except in each case as arises from such Indemnified Person’s gross negligence, willful misconduct, fraud or bad faith. The Company shall reimburse the Investor and each such controlling person promptly as such expenses are incurred and are due and payable, for any legal fees or disbursements or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (x) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto; (y) shall not be available to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the prospectus made available by the Company, if such prospectus was timely made available by the Company pursuant to Section 3(c); and (z) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person.

(b) In connection with a Registration Statement, the Investor agrees to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers, employees, representatives, or agents and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each an “Indemnified Party”), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or is based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(d), such Investor will reimburse any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld; provided, further, however, that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(b) with respect to any prospectus shall not inure to the benefit of any Indemnified Party if the untrue statement or omission of material fact contained in the prospectus was corrected and such new prospectus was delivered to each Investor prior to such Investor’s use of the prospectus to which the Claim relates.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one (1) counsel for such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such claim or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities; and (iii) no party shall be entitled to contribution in connection with claims arising from such party's own gross negligence, willful misconduct, fraud or bad faith.

8. REPORTS UNDER THE EXCHANGE ACT.

With a view to making available to the Investor the benefits of Rule 144 promulgated under the Securities Act or any similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration, and as a material inducement to the Investor's purchase of the Convertible Debentures, the Company represents, warrants, and covenants to the following:

(a) The Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and has filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months prior to the date hereof (or for such shorter period that the issuer was required to file such reports), other than Form 8-K reports.

(b) During the Registration Period, the Company shall use reasonable best efforts to (i) make and keep public information available, as those terms are understood and defined in Rule 144, (ii) file in a timely manner all reports and other documents with the SEC required under the Exchange Act, and (iii) provide all customary and reasonable cooperation necessary, in each case, to enable the Investor to resell the Registrable Securities pursuant to the Registration Statement or Rule 144 of the Securities Act (when Rule 144 of the Securities Act becomes available to the Investor), as applicable (it being understood that a timely filing includes any permitted filing deadline extension under Rule 12b-25 under the Exchange Act).

9. AMENDMENT OF REGISTRATION RIGHTS.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Investor. Any amendment or waiver effected in accordance with this Section 9 shall be binding upon the Investor and the Company. No such amendment shall be effective to the extent that it applies to fewer than all of the holders of the Registrable Securities. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

10. MISCELLANEOUS.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities or owns the right to receive the Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities.

(b) The Company shall not file any other registration statements on Form S-3, Form S-1, or otherwise until the initial Registration Statement required hereunder is declared effective by the SEC, provided that this Section 10(b) shall not prohibit the Company from filing amendments to registration statements already filed. The Company shall not include any other securities on a Registration Statement unless otherwise agreed by the Investor; provided, further, the Investor understands and acknowledges the Company's obligation to file a registration statement with respect to the Senior Subordinated Convertible Note issued to GPO FN Noteholder, LLC and expressly consents to inclusion of securities beneficially owned by such holder or its transferees on any Registration Statement filed hereunder.

(c) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered pursuant to the notice provisions of the Securities Purchase Agreement or to such other address and/or electronic mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) electronically generated by the sender's email service provider containing the time, date, and recipient email or (C) provided by a courier or overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with this section.

(d) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

(e) The laws of the State of New York shall govern all issues concerning the relative rights of the Company and the Investors as its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York, sitting in New York County, New York and federal courts for the Southern District of New York sitting New York, New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(f) This Agreement and the rights, duties and obligations of the Investor hereunder may only be assigned upon the transfer of a Convertible Debenture or the Conversion Shares issued pursuant to a Convertible Debenture pursuant to the terms and restrictions on transfer set forth in the Securities Purchase Agreement and the applicable Convertible Debenture. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the parties. No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (A) written notice of such assignment and (B) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement).

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) This Agreement may be executed in identical counterparts, both which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Facsimile or other electronically scanned and delivered signatures (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com), including by e-mail attachment, shall be deemed to have been duly and validly delivered and be valid and effective for all purposes of this Agreement.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(k) This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

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IN WITNESS WHEREOF, the Investor and the Company have caused their signature page to this Registration Rights Agreement to be duly executed as of the date first above written.

**COMPANY:
FISCALNOTE HOLDINGS, INC.**

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Chief Financial Officer

**INVESTOR:
YA II PN, LTD.**

By: Yorkville Advisors Global, LP
Its: Investment Manager

By: Yorkville Advisors Global II, LLC
Its: General Partner

By: /s/ Matt Beckman
Name: Matt Beckman
Title: Member

NEITHER THIS SENIOR SUBORDINATED CONVERTIBLE PROMISSORY NOTE NOR THE SECURITIES INTO WHICH THIS SENIOR SUBORDINATED CONVERTIBLE PROMISSORY NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE OR OTHER JURISDICTION AND HAS BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE AND, ACCORDINGLY, THE SECURITIES ISSUABLE UPON CONVERSION HEREOF MAY BE LESS THAN THE AMOUNT SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 3(a), SECTION 5 OR SECTION 8 OF THIS NOTE.

ALL INDEBTEDNESS EVIDENCED BY THIS SENIOR SUBORDINATED CONVERTIBLE PROMISSORY NOTE IS SUBORDINATE TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, AND IS OTHERWISE SUBJECT TO THE TERMS OF, THE SUBORDINATION AGREEMENT, IN THE FORM ATTACHED HERETO AS ANNEX A (THE “SUBORDINATION AGREEMENT”), AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, BY AND AMONG THE HOLDER (AS DEFINED BELOW), THE COMPANY (AS DEFINED BELOW) AND MGG INVESTMENT GROUP LP (TOGETHER WITH ITS PERMITTED SUCCESSORS AND ASSIGNS), AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE SENIOR LENDERS (AS DEFINED IN THE SUBORDINATION AGREEMENT) FROM TIME TO TIME PARTY TO THE SENIOR LOAN AGREEMENT (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND HOLDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

Issue Date: August 12, 2025

Principal Amount: \$25,434,300.24

Conversion Price (subject to adjustment as set forth herein): \$6.91

7.50% SENIOR SUBORDINATED CONVERTIBLE PROMISSORY NOTE DUE NOVEMBER 13, 2029

THIS 7.50% SENIOR SUBORDINATED CONVERTIBLE PROMISSORY NOTE is issued by FiscalNote Holdings, Inc., a Delaware corporation (the “Company”), having its principal place of business at 1201 Pennsylvania Avenue, NW, 6th Floor, Washington, District of Columbia, 20004 (this note, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and of the Subordination Agreement, the “Note” and “Notes” refers to this Note along with any portion(s) of this Note transferred to a transferee).

FOR VALUE RECEIVED, the Company promises to pay to GPO FN Noteholder, LLC or its registered assigns (the “Holder”), or shall have paid pursuant to the terms hereunder, the principal sum of \$25,434,300.24 on or prior to November 13, 2029 (the “Maturity Date”), or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then-outstanding principal amount of this Note in accordance with the provisions hereof. This Note was issued pursuant to the redemption and exchange agreement, dated August 5, 2025 (the “Subscription Date”), among the Company and the Holder (as amended, restated, supplemented or otherwise modified from time to time, the “Redemption and Exchange Agreement”).

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Redemption and Exchange Agreement and (b) the following terms shall have the following meanings:

“14C Date” shall have the meaning set forth in Section 4(e) hereof.

“19.99% Share Cap” means, prior to the Company’s obtainment of the Stockholder Approval or the 14C Date, if applicable, the maximum number of shares of Common Stock that the Company may issue

pursuant to the terms of the Notes without breaching the Company's obligations under the rules and regulations of the New York Stock Exchange.

"2023 Note" means that certain 7.50% Senior Subordinated Convertible Promissory Note due July 3, 2028 issued by the Company to GPO FN Noteholder LLC pursuant to that certain Exchange and Settlement Agreement dated as of June 30, 2023 by and between the Company and GPO FN Noteholder LLC.

"2023 Note Accrued Interest" shall have the meaning set forth in Section 2(a) hereof.

"Additional Redemption" shall have the meaning set forth in Section 5(a)(iv) hereof.

"Additional Redemption Price" shall have the meaning set forth in Section 5(a)(iv) hereof.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Applicable Period" means (i) if the event requiring shares to be Freely Tradeable is an Interest payment, the period beginning on the thirtieth (30th) calendar day immediately preceding the applicable Interest Payment Date and ending on the calendar day immediately preceding the applicable Interest Payment Date and (ii) if the event requiring shares to be Freely Tradeable is an Installment Conversion, the period beginning on the ninetieth (90th) calendar day immediately preceding the applicable Installment Date and ending on the calendar day immediately preceding the applicable Installment Date.

"Attribution Parties" means, collectively, the following Persons: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issue Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Person whose beneficial ownership of the Common Stock would or could be aggregated with the Holder's and the other Attribution Parties for purposes of Section 13(d) of the Exchange Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties of the Holder to the Maximum Percentage.

"Bankruptcy Law" means Title 11, United States Code, or any similar U.S. federal or state or non-U.S. law for the relief of debtors.

"Board of Directors" means, with respect to the Company, the board of directors of the Company or a committee of such board duly authorized to act for it.

"Business Day" means any day other than a Saturday, a Sunday or any day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

"Calendar Quarter" means each of: the period beginning on and including January 1 and ending on and including March 31; the period beginning on and including April 1 and ending on and including June 30; the period beginning on and including July 1 and ending on and including September 30; and the period beginning on and including October 1 and ending on and including December 31.

"Cash Interest" shall have the meaning set forth in Section 2(a) hereof.

"Close of Business" means 5:00 p.m., District of Columbia time.

"Common Stock" means the Class A common stock, par value \$0.0001 per share, of the Company.

“Company” shall have the meaning set forth in the Recitals.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion Amount” means the sum of (i) the portion of the principal amount of this Note to be converted, redeemed or otherwise with respect to which this determination is being made and (ii) accrued and unpaid Interest with respect to such principal amount.

“Conversion Date” shall have the meaning set forth in Section 3(a)(iii) hereof.

“Conversion Price” means \$6.91 per share of Common Stock, subject to adjustment as set forth herein.

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof and the Redemption and Exchange Agreement.

“Designated Redemption Amount” shall have the meaning set forth in Section 8(b)(iii) hereof.

“Designated Specified Amount” shall have the meaning set forth in Section 8(d) hereof.

“Distribution” shall have the meaning set forth in Section 4(a) hereof.

“Dragonfly Notes” means those certain Subordinated Convertible Promissory Notes issued by the Company on January 17, 2023 in connection with the Company’s acquisition of Dragonfly Eye Limited.

“Dragonfly Rate” means a fraction (x) the numerator of which is the aggregate principal amount of Notes outstanding as of the applicable date of determination and (y) the denominator of which is \$50,434,300.24.

“DTC” shall have the meaning set forth in Section 8(b)(i) hereof.

“Effective Price” has the following meaning with respect to the issuance or sale of any shares of Common Stock or any Equity-Linked Securities:

(a) in the case of the issuance or sale of shares of Common Stock, the value of the consideration received or receivable by the Company for such shares, expressed as an amount per share of Common Stock; and

(b) in the case of the issuance or sale of any Equity-Linked Securities, an amount equal to a fraction whose:

(i) numerator is equal to sum, without duplication, of (x) the value of the aggregate consideration received or receivable by the Company for the issuance or sale of such Equity-Linked Securities; and (y) the value of the minimum aggregate additional consideration, if any, payable to purchase or otherwise acquire shares of Common Stock pursuant to such Equity-Linked Securities; and

(ii) denominator is equal to the maximum number of shares of Common Stock underlying such Equity-Linked Securities;

provided, however, that:

(v) in case any option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction, (x) the options will be deemed to have been

issued for the Option Value of such options and (y) the other securities issued or sold in such integrated transaction shall be deemed to have been issued or sold for the difference of (I) the aggregate consideration received by the Company less any consideration paid or payable by the Company pursuant to the terms of such other securities of the Company, less (II) the Option Value of such options.

(w) for purposes of clauses (a) and (b)(i) above, all underwriting commissions, placement agency commissions or similar commissions paid to any broker-dealer by the Company in connection with such issuance or sale will be added to the aggregate consideration referred to in such clause (and any other fees or expenses incurred by the Company shall be excluded from such calculation);

(x) for purposes of clause (b) above, if such minimum aggregate consideration, or such maximum number of shares of Common Stock, is not determinable at the time such Equity-Linked Securities are issued or sold, then (1) the initial consideration payable under such Equity-Linked Securities, or the initial number of shares of Common Stock underlying such Equity-Linked Securities, as applicable, will be used; and (2) at each time thereafter when such amount of consideration or number of shares becomes determinable or is otherwise adjusted (including pursuant to “anti-dilution” or similar provisions), there will be deemed to occur, for purposes of Section 4(b) and without affecting any prior adjustments theretofore made to the Conversion Price, an issuance of additional Equity-Linked Securities, provided, that in the case of an Equity-Linked Security with a customary make-whole premium upon specified corporate events or conversion upon redemption by the Company, the lowest possible conversion or exercise price at which such securities may be converted or exercised shall initially be determined without giving effect to such premium (whether payable in securities or the cash value thereof) and without giving effect to such subsequent adjustment;

(y) for purposes of clause (b) above, in the case of the surrender, extinguishment, maturity or other expiration of any such Equity-Linked Securities without exercise by any holders thereof, the Conversion Price hereunder shall be automatically readjusted, without any action required to be taken by the Company, the Board of Directors or the Holder (but to no greater extent than originally adjusted) as if such Equity-Linked Securities had not been issued; and

(z) the “value” of any such consideration will be the fair value thereof, as of the date such shares or Equity-Linked Securities, as applicable, are issued or sold, determined in good faith by the Board of Directors (or, in the case of cash denominated in U.S. dollars, the face amount thereof).

“Eligible Market” means of The New York Stock Exchange, NYSE American, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market (or any of their respective successors).

“Equity Conditions Failure” means that on any applicable date of determination, any of the following conditions are not satisfied or waived in writing by the Holder:

(c) on each day during the applicable Equity Conditions Measuring Period, the applicable Installment Conversion Shares are Freely Tradeable;

(d) during the Equity Conditions Measuring Period, there shall not have occurred either (A) an Event of Default or (B) an event that with the passage of time or giving of notice would constitute an Event of Default; and

(e) during the Equity Conditions Measuring Period, the Company otherwise shall have been in compliance with and shall not have breached in any material respect any provision, covenant, representation or warranty of any Transaction Document.

“Equity Conditions Measuring Period” means each day during the period beginning on the applicable Installment Notice Date and ending on and including the related Installment Date.

“*Equity-Linked Securities*” means any rights, options or warrants to purchase or otherwise acquire (whether immediately, during specified times, upon the satisfaction of any conditions or otherwise) or securities otherwise convertible into or exchangeable for any shares of Common Stock.

“*Event of Default*” shall have the meaning set forth in Section 7(a) hereof.

“*Excess Shares*” shall have the meaning set forth in Section 3(d) hereof.

“*Exchange Act*” means the U.S. Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“*Excluded Holder*” means Tim Hwang, Gerald Yao and Duddell Street Holdings Limited and their respective Affiliates.

“*Exempt Issuance*” means:

- (f) the Company’s issuance of any securities as full or partial consideration in connection with a merger, acquisition, consolidation or purchase of all or substantially all of the securities or assets of a corporation or other entity;
- (g) the Company’s issuance or grant of shares of Voting Stock (or Equity-Linked Securities) exercisable into or convertible or exchangeable for Voting Stock, or other equity-based awards (including restricted stock units), to employees (or prospective employees who have accepted an offer of employment), directors or consultants (as defined below) of the Company or any of its Subsidiaries, pursuant to plans that have been approved by a majority of the independent members of the Board of Directors;
- (h) the Company’s issuance of securities upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, shares of Voting Stock and are outstanding as of the Subscription Date or which the Company has committed to issue as of the Subscription Date on terms disclosed to the Holder, provided that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the Subscription Date;
- (i) the Company’s issuance of securities pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested members of the Board of Directors;
- (j) the Company’s issuance and sale of Common Stock, Equity-Linked Securities or options for cash pursuant to a bona fide public offering, at-the-market offering or private placement at an Effective Price of more than \$5.00 per share (as adjusted for any stock dividend, stock split, stock combination, reclassification or similar corporate event of general applicability occurring to the shares of Common Stock after the Subscription Date);
- (k) Equity-Linked Securities permitted to be issued under the Financing Agreement as in effect on the Subscription Date without giving effect to any subsequent amendment, modification, replacement or refinancing;
- (l) the Company’s issuance of the Note and any Issuable Note Shares; or
- (m) the Company’s issuance of any securities the proceeds of which are intended to fund an unconditional optional redemption of the Notes in full as of the applicable Optional Redemption Date pursuant to Section 5 hereof (and regardless of whether all or any portion of this Note is converted following the delivery of an Optional Redemption Notice with respect to such redemption);

provided, however, that no more than 6,716,930 shares of Common Stock (as adjusted for any stock dividend, stock split, stock combination, reclassification or similar corporate event of general applicability occurring to the shares of Common Stock after the Subscription Date) in the aggregate are issued or issuable pursuant to clauses (d) and/or (e) as an Exempt Issuance. For purposes of this definition, “consultant” means a consultant that may participate in an “employee benefit plan” in accordance with the definition of such term in Rule 405 under the Securities Act.

“*Financing Agreement*” means that certain Financing Agreement, dated as of August 5, 2025, by and among the Company, FiscalNote, Inc., the other borrowers party thereto, the guarantors party thereto, the lenders from time to time party thereto, and MGG Investment Group LP, as collateral agent and as administrative agent, as in effect as of the date hereof and, except as otherwise noted, as the same may be subsequently amended, modified, replaced or refinanced.

“*Freely Tradeable*” shall mean each of the following conditions with respect to the issuance of Common Stock pursuant to the terms of the Notes, provided that the Holder may, in its sole and absolute discretion, waive in writing any such condition; provided, however, that the condition set forth in clause (c) below is not waivable by the Holder:

(n) shares of Common Stock that are duly authorized and listed and eligible for trading on an Eligible Market;

(o) shares of Common Stock that are eligible to be sold by the holder thereof on each Trading Day during the Applicable Period and on the related Interest Payment Date or Installment Date, as applicable, (a) without any volume or manner of sale restrictions under the Securities Act pursuant to Rule 144 thereunder and the Company is in compliance with the current public information requirement of Rule 144(i)(2) (or any successor thereto) promulgated under the Securities Act, if any, or (b) pursuant to a then-effective resale registration statement and available prospectus filed with the SEC and there shall not have been any suspension of such registration statement(s) (including pursuant to an allowable Blackout Period (as defined in, and in accordance with, Section 4.3 of the Redemption and Exchange Agreement)), and, in each such case, such shares of Common Stock are issuable without any restrictive legend; and

(p) the applicable shares of Common Stock issuable as payment of Interest or Installment Conversion Shares, as the case may be, may be issued in full without violating Section 4(e) hereof or the rules or regulations of the applicable Eligible Market.

“*Freely Tradeable Condition*” shall have the meaning set forth in Section 5(a) hereof.

“*Fundamental Change*” shall mean and be deemed to have occurred at such time as:

(q) any “person” or “group” (as those terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Excluded Holder (such exception to apply solely with respect to clause (i) below), files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect “beneficial owner” (as that term is used in Rule 13d-3 under the Exchange Act) of more than (i) 50% of the total outstanding voting power of the Voting Stock; (ii) 50% of the outstanding shares of Voting Stock calculated as if any shares of Voting Stock held by such “person” or “group” were not outstanding; or (iii) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Voting Stock or other equity securities of the Company sufficient to allow such “person” or “group” to effect a statutory short form merger or other transaction requiring other stockholders of the Company to surrender their shares of Voting Stock without approval of the stockholders of the Company;

(r) the consummation of a single transaction or series of related transactions for a sale, transfer, lease, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the consolidated property or assets of the Company and its Subsidiaries, taken as a whole, to any “person” or “group” (as those terms are used in Sections 13(d) and 14(d) of the Exchange

Act), other than the Company and/or one or more of the Company's direct or indirect Subsidiaries (for the avoidance of doubt a merger or consolidation of the Company with or into another Person is not subject to this clause (b));

(s) any transaction or series of related transactions is consummated in connection with which (whether by means of merger, exchange, liquidation, tender offer, consolidation, combination, reclassification, recapitalization, acquisition or otherwise) all of the Company's Class A common stock, par value \$0.0001 per share, and Class B common stock, par value \$0.0001 per share, are exchanged for, converted into, acquired for or constitutes solely the right to receive other securities, other property, assets or cash, but excluding the consummation of any merger, exchange, tender offer, consolidation or acquisition of the Company with or by another Person pursuant to which the Persons that "beneficially owned," directly or indirectly, the shares of the Company's Voting Stock immediately prior to such transaction "beneficially own," directly or indirectly, immediately after such transaction, shares of the surviving, continuing or acquiring corporation's Voting Stock representing at least 50% of the total outstanding voting power of all outstanding classes of Voting Stock of the surviving, continuing or acquiring corporation in substantially the same proportion relative to each other as such ownership immediately prior to such transaction;

(t) the adoption of a plan relating to the Company's liquidation or dissolution; or

(u) a Termination of Trading.

"Fundamental Change Repurchase" shall have the meaning set forth in Section 5(c).

"Fundamental Change Repurchase Date" shall have the meaning set forth in Section 5(c).

"Fundamental Change Repurchase Notice" shall have the meaning set forth in Section 5(d).

"Fundamental Change Repurchase Notice Date" shall have the meaning set forth in Section 5(d).

"Fundamental Change Repurchase Price" shall have the meaning set forth in Section 5(c).

"Fundamental Change Share Consideration" shall have the meaning set forth in Section 5(c).

"Fundamental Change Share Price Redemption VWAP" means the VWAP of the Common Stock over the Trading Days occurring within the thirty (30) calendar day period ending immediately preceding a Fundamental Change Repurchase Notice Date on which the Company has delivered a Fundamental Change Repurchase Notice electing to pay the Fundamental Change Repurchase Price with Fundamental Change Share Consideration.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Group" means a "group" as that term is used in Section 13(d) of the Exchange Act and as defined in Rule 13d-5 thereunder.

"Guarantee" shall have the meaning set forth in Section 6(c) hereof.

"Guarantor Obligations" shall have the meaning set forth in Section 6(c) hereof.

"Guarantors" shall mean the Guarantors (as defined in the Financing Agreement).

"Holder" and "Holders" shall each have the meaning set forth in the Recitals.

“Indebtedness” means Indebtedness (as defined in the Financing Agreement) for borrowed money.

“Installment Amount” means with respect to each Installment Date, an amount equal to the Holder’s Pro Rata Amount of \$2,000,000 or, with respect to the last Installment Date occurring hereunder, such other amount that then remains outstanding. In the event the Holder shall sell or otherwise transfer or assign any portion of this Note, the transferee shall be allocated a pro rata portion based on the principal amount of Note so sold or transferred or assigned of each unpaid Installment Amount hereunder.

“Installment Conversion” shall have the meaning set forth in Section 8(a)(i) hereof.

“Installment Conversion Amount” shall have the meaning set forth in Section 8(a)(ii) hereof.

“Installment Conversion Price” means, with respect to any Installment Date, a price equal to the lowest of (i) the Conversion Price then in effect, (ii) 95% of the VWAP of the Common Stock over the ten (10) Trading Day period ending on the Trading Day immediately preceding the applicable Installment Date and (iii) 95% of the VWAP of the Common Stock over the Trading Days occurring within the ninety (90) calendar day period ending on the calendar day immediately preceding the applicable Installment Date. All such determinations to be appropriately adjusted for any stock split, stock dividend, stock combination, reclassification or other similar transaction during such periods.

“Installment Conversion Shares” shall have the meaning set forth in Section 8(a)(i) hereof.

“Installment Date” means April 1, 2026, every first day of each of the Calendar Quarters beginning thereafter and the Maturity Date (or if any such date is not a Business Day, the first Business Day immediately following such date).

“Installment Notice” shall have the meaning set forth in Section 8(a)(ii) hereof.

“Installment Notice Date” shall have the meaning set forth in Section 8(a)(ii) hereof.

“Installment Redemption” shall have the meaning set forth in Section 8(a)(i) hereof.

“Installment Redemption Amount” shall have the meaning set forth in Section 8(a)(ii) hereof.

“Installment Redemption Price” shall have the meaning set forth in Section 8(c) hereof.

“Interest” shall have the meaning set forth in Section 2(a) hereof.

“Interest Payment Date” shall have the meaning set forth in Section 2(a) hereof.

“Interim Installment Period” shall have the meaning set forth in Section 8(b)(iii) hereof.

“Issuable Note Shares” means, on any date when all or any portion of the Notes are outstanding, the sum of the number of shares of Common Stock: (i) issued pursuant to any conversion of the Notes, or issuable pursuant to a Notice of Conversion delivered, on or prior to such date; (ii) issued or issuable pursuant to any Installment Conversion of the Notes assuming the Company elects an Installment Conversion with respect to all Installment Amounts payable hereunder and assuming there is no Equity Conditions Failure; (iii) issued as Share Interest prior to such date; (iv) issuable upon full conversion of the Notes on the Maturity Date at the then-current Conversion Price (assuming (x) no limitation on convertibility of the Notes on the Maturity Date and (y) no redemption of any Notes prior to the Maturity Date, and without duplication of shares of Common Stock included in the immediately preceding (i)) and (v) proposed to be issued as Fundamental Change Share Consideration pursuant to a Fundamental Change Repurchase Notice delivered on or prior to such date.

“Issue Date” means the date of the first issuance of this Note pursuant to the Redemption and Exchange Agreement, regardless of any transfers of this Note and regardless of the number of instruments that may be issued to evidence this Note.

“Loan Parties” shall mean the Loan Parties (as defined in the Subordination Agreement).

“Maturity Date” shall have the meaning set forth in the Recitals.

“Maximum Holders Condition” shall have the meaning set forth in Section 10(i) hereof.

“Maximum Percentage” shall have the meaning set forth in Section 3(d) hereof.

“Maximum Rate” shall have the meaning set forth in Section 10(g) hereof.

“Measurement Price” means the VWAP of the Common Stock over the Trading Days occurring within the thirty (30) Trading Day period ending on the Trading Day immediately preceding the applicable date of determination.

“New York Courts” shall have the meaning set forth in Section 10(d) hereof.

“Non-Related Party Assignee” shall have the meaning set forth in Section 10(i) hereof.

“Non-Related Party Assignment” shall have the meaning set forth in Section 10(i) hereof.

“Note” and “Notes” shall have the meaning set forth in the Recitals.

“Notice of Conversion” shall have the meaning set forth in Section 3(a)(iii) hereof.

“Option Value” means the value of an option based on the Black and Scholes Option Pricing model obtained from the “OV” function on Bloomberg determined as of (A) the Trading Day prior to the public announcement of the issuance of the applicable option if the issuance of such option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable option if the issuance of such option is not publicly announced, for pricing purposes and reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of the applicable option as of the applicable date of determination, (ii) an expected volatility equal to the greater of 90% and the 100 day volatility obtained from the HVT function on Bloomberg as of (A) the Trading Day immediately following the public announcement of the applicable option if the issuance of such option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable option if the issuance of such option is not publicly announced, (iii) the underlying price per share used in such calculation shall be the VWAP of the Common Stock over the period beginning on the Trading Day prior to the execution of definitive documentation relating to the issuance of the applicable option and ending on (A) the Trading Day immediately following the public announcement of such issuance, if the issuance of such option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable option if the issuance of such option is not publicly announced, (iv) a zero cost of borrow and (v) a 360 day annualization factor.

“Optional Redemption Date” shall have the meaning set forth in Section 5(b) hereof.

“Optional Redemption Notice” shall have the meaning set forth in Section 5(a) hereof.

“Optional Redemption Period” shall have the meaning set forth in Section 5(a) hereof.

“Original Financing Agreement” means the Financing Agreement as in effect on the Issue Date without giving effect to any subsequent amendment, modification, replacement or refinancing that increases or makes available additional Indebtedness to be permitted pursuant to Section 7.02(b) thereof

(including, without limitation, the waiver of any conditions to the availability of such Indebtedness) in excess of the principal amount of such Indebtedness permitted as of the Issue Date (but, for the avoidance of doubt, the Senior Obligations may be increased in an amount not to exceed the Senior Debt Cap as otherwise provided herein).

“Par Call Period” shall have the meaning set forth in Section 5(a) hereof.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Pro Rata Amount” means a fraction (i) the numerator of which is the original principal amount of the Holder’s Note and (ii) the denominator of which is the aggregate original principal amount of all Notes outstanding as of the applicable date of determination. In the event the Holder shall sell or otherwise transfer or assign any portion of this Note, the transferee shall be allocated a pro rata portion of the Holder’s Pro Rata Amount hereunder.

“Provisional Call Period” shall have the meaning set forth in Section 5(a) hereof.

“Qualifying Non-Related Party Assignment” shall have the meaning set forth in Section 10(i) hereof.

“Redemption and Exchange Agreement” shall have the meaning set forth in the Recitals.

“Redemption Price” shall have the meaning set forth in Section 5(a) hereof.

“Register” shall have the meaning set forth in Section 3(a)(iii) hereof.

“Registered Notes” shall have the meaning set forth in Section 3(a)(iii) hereof.

“Related Party Assignee” shall have the meaning set forth in Section 10(i) hereof.

“Related Party Assignment” shall have the meaning set forth in Section 10(i) hereof.

“Reported Outstanding Share Number” shall have the meaning set forth in Section 3(d) hereof.

“Required Holders” means the holders of Notes representing at least a majority of the aggregate principal amount of the Notes then outstanding.

“SEC” means the U.S. Securities and Exchange Commission and any successor thereto.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Senior Lenders” has the meaning set forth in the Subordination Agreement.

“Senior Obligations” shall mean the Senior Loans (as defined in the Subordination Agreement).

“Share Interest” shall have the meaning set forth in Section 2(a) hereof.

“Share Price VWAP” means the VWAP of the Common Stock over the Trading Days occurring within the thirty (30) calendar days immediately preceding an Interest Payment Date upon which the Company has elected to pay Share Interest.

“Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the principal securities exchange or securities market on which the Common Stock is then traded as in effect on the date of delivery of the applicable Notice of Conversion.

“Stockholder Approval” means the approval of holders of the Common Stock pursuant to Rule 312 of the NYSE Listed Company Manual (or its successor) or any other U.S. national securities exchange on which the Common Stock is then listed.

“Subordination Agreement” shall have the meaning set forth in Section 6(b) hereof.

“Subscription Date” shall have the meaning set forth in the Recitals.

“Subsequent Issuance” shall have the meaning set forth in Section 4(b) hereof.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (a) of which a majority of the shares of securities or other equity interests having ordinary voting power for the election of directors, managers or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned or (b) the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person and, in the case of this clause (b), which is treated as a consolidated subsidiary for accounting purposes. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Company.

“Termination of Trading” shall be deemed to occur if the Common Stock (or other common equity into which the Note is then convertible) is not listed for trading on any Eligible Market.

“Trading Day” means a day on which trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then “Trading Day” means a Business Day.

“Transaction Documents” means, collectively, this Note, the Redemption and Exchange Agreement and the Subordination Agreement.

“Valid Assignment” shall have the meaning set forth in Section 3(a)(iii).

“Voluntary Conversion” shall have the meaning set forth in Section 3(a)(i) hereof.

“Voting Stock” means all classes of the Company’s common stock entitled to vote generally in the election of directors.

“VWAP” means, for any specified period, the per share volume-weighted average price of the Common Stock calculated according to the “Bloomberg Definition” as displayed under the heading “Bloomberg VWAP” on Bloomberg page “NOTE <EQUITY> AQR” (or, if such page is not available, its equivalent successor page) in respect of the period from the scheduled open of trading on the initial Trading Day of such specified period until the scheduled close of trading of the primary trading session on the last Trading Day of such specified period (or, if such volume-weighted average price is unavailable, the market value of one share of Common Stock during such specified period, determined, using a volume-weighted average price method, by a nationally recognized independent investment banking firm selected by the Company). The VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session.

“Weighted Average Issuance Price” has the meaning set forth in Section 4(b).

Section 2. Interest; Amounts Outstanding.

(a) *Payment of Interest.* The Company shall pay interest on the aggregate unconverted and then-outstanding principal amount of this Note (without giving effect to the payment of any Installment Amount on the applicable Interest Payment Date (as defined below)) at the rate of 7.50% per annum provided that from and after the occurrence and during the continuance of any Event of Default pursuant to Section 7(a)(i) and/or Section 7(a)(ii), Interest shall accrue hereunder at a rate of 11.25% per annum. Interest shall be payable quarterly in arrears on each of January 1, April 1, July 1 and October 1 (or if any such date is not a Business Day, the first Business Day immediately following such date), beginning on September 30, 2025 (each such date, an “Interest Payment Date”), and on the Maturity Date. Interest accrued on the 2023 Note from June 30, 2025 until the Issue Date (the “2023 Note Accrued Interest”) shall be paid on October 1, 2025 together with interest that accrued on this Note from the Issue Date until October 1, 2025 in accordance with the terms and conditions of this Note as if such 2023 Note Accrued Interest had accrued hereunder. Interest shall be paid, at the Company’s option, in cash (“Cash Interest”) or in Freely Tradeable shares of Common Stock (“Share Interest”) and, together with Cash Interest, “Interest”); provided that the Company may only elect to pay Interest as Share Interest if no Event of Default has occurred and is continuing from the thirtieth (30th) day prior to the applicable Interest Payment Date until such Interest Payment Date, inclusive. For the avoidance of doubt, the Company may only issue shares of Common Stock as Share Interest pursuant to this Section 2(a) to the extent such shares are Freely Tradeable. Unless the Company notifies the Holder in writing at least thirty (30) days prior to the applicable Interest Payment Date of its intention to pay Cash Interest on such Interest Payment Date, the Company shall pay Share Interest on such Interest Payment Date, and the number of shares of Common Stock payable as Share Interest on such Interest Payment Date shall be determined by dividing the U.S. Dollar value of such interest payment by the Share Price VWAP. The Company shall make the same election for all Notes then outstanding. Notwithstanding anything herein to the contrary, any payment of Cash Interest shall be subject to the terms of the Subordination Agreement.

(b) *Interest Calculations.* Interest on this Note shall be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest shall accrue from the most recent applicable Interest Payment Date (not accounting for any delay in payment described in the last sentence of this Section 2(b)) or, if no Interest has been paid, the Issue Date. Interest shall cease to accrue with respect to any principal amount of this Note converted. If any Interest Payment Date, or other date on when any payment or other obligation hereunder shall be due, is not a Business Day, then the applicable payment shall be due on the next succeeding Business Day, and no interest or other amounts shall accrue for the intervening period.

(c) *Amounts Outstanding.* If the Company has caused the Note (or any portion thereof) to be repaid as provided herein, whether a repurchase, redemption or payment at maturity in accordance with the terms hereof, then (i) the Note (or portion thereof) will be deemed, as of the date of such payment, to cease to be outstanding, and (ii) the rights of the Holder of the Note (or such portion thereof), as such, and the obligations of the Company and each Guarantor hereunder, will terminate with respect to the Note (or such portion thereof).

(d) *Notes to Be Converted/Redeemed.* If the Holder or the Company converts the Note (or portion thereof) pursuant to Section 3 or Section 8, respectively, hereof, or the Company makes an Installment Redemption pursuant to Section 8 hereof and/or an Additional Redemption pursuant to Section 5(a)(iv) hereof, then (i) the Note (or portion thereof) will be deemed, as of the date of the delivery of the Conversion Shares or payment of the Installment Redemption Price or the Additional Redemption Price, as the case may be, to the Holder, to cease to be outstanding, and (ii) the rights of the Holder of the Note (or such portion thereof), as such, and the obligations of the Company and each Guarantor hereunder, will terminate with respect to the Note (or such portion thereof), other than, for the avoidance of doubt, delivery of the Conversion Shares, the Installment Conversion Shares or the payment of the Installment Redemption Price, as the case may be.

(e) *Cessation of Accrual of Interest.* Interest will cease to accrue on the Note (or portion thereof) to, but not including, the date that the Note (or portion thereof) is deemed, pursuant to this Section

2, to cease to be outstanding, unless there occurs a default in the payment on the Note (or such portion thereof).

(f) On the Maturity Date, if any portion of this Note remains outstanding, the Company shall pay to the Holder an amount in cash representing all outstanding principal amount and any accrued and unpaid Interest on such principal amount.

Section 3. Conversion.

(a) *Voluntary Conversion.*

(i) From and after the Issue Date, the Holder may, at its option, convert all, or any portion, of the then-outstanding principal amount of this Note plus accrued and unpaid interest thereon into shares of Common Stock (a "Voluntary Conversion").

(ii) [Reserved]

(iii) The Holder shall request a voluntary conversion under this Section 3(a) by delivering to the Company a notice of conversion, the form of which is attached hereto as Annex B (the "Notice of Conversion"), specifying therein the principal amount of this Note to be converted (such date on which the Holder delivers a Notice of Conversion, the "Conversion Date"). The Company shall maintain a register (the "Register") for the recordation of the names and addresses of the holders of the Note and the principal amount (and stated interest thereon) held by such holders (the "Registered Notes"). A Registered Note may be assigned, transferred or sold in whole or in part only (i) in accordance with Section 10(i) hereof and (ii) by registration of such assignment, transfer or sale on the Register (collectively, a "Valid Assignment"). The entries in the Register shall be conclusive and binding for all purposes absent manifest error. Upon a Valid Assignment, the (y) Company shall issue one or more new Registered Notes in the same aggregate principal amount as the principal amount of the surrendered Registered Note to the designated assignee or transferee and (z) Person whose name is recorded in the Register as the owner of a Note pursuant to the Valid Assignment shall be treated as the owner of such Note for all purposes, including, without limitation, the right to receive payments of principal and Interest, if any, hereunder, notwithstanding notice to the contrary. Notwithstanding anything to the contrary set forth herein, upon conversion of any portion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless (A) the full principal amount of this Note and any accrued Interest thereon represented by this Note is being converted or (B) the Holder has provided the Company with prior written notice (which notice may be included in a Notice of Conversion) requesting reissuance of this Note upon physical surrender of this Note. The Holder and the Company shall maintain records showing the principal amount and Interest converted and/or paid (as the case may be) and the dates of such conversions, and/or payments (as the case may be) or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon conversion.

(b) *Mechanics of Conversion.*

(i) Conversion Shares Issuable Upon Conversion of Principal Amount. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the then-outstanding principal amount of this Note to be converted, plus all accrued and unpaid Interest thereon to, but not including, the Conversion Date, as indicated in the applicable Notice of Conversion, by (y) the Conversion Price.

(ii) Delivery of Conversion Shares Upon Conversion. The Company shall deliver, or cause to be delivered, to the Holder the Conversion Shares no later than the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period, in each case, following a Conversion Date.

(iii) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share to which the Holder would otherwise be entitled upon a voluntary conversion under this Section 3, the number of shares issuable to the Holder shall be rounded to the nearest whole number.

(iv) Taxes and Expenses. The Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any Conversion Shares upon conversion in a name other than that of the Holder of this Note so converted, and the Company shall not be required to issue or deliver any such Conversion Shares to a Person other than the Holder of this Note so converted until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(c) *Reserve and Status of Common Stock Issued Upon Conversion*. At all times from and after the Issue Date, when any portion of this Note is outstanding, the Company will reserve, out of its authorized but unissued and unreserved shares of Common Stock, a number of shares of Common Stock sufficient to permit the conversion of the then-outstanding principal amount of this Note.

(d) *Beneficial Ownership*. Notwithstanding anything to the contrary contained herein, the Company shall not issue any shares of Common Stock pursuant to the terms of this Note, and the Holder shall not have the right to any shares of Common Stock otherwise issuable pursuant to the terms of this Note and any such issuance shall be null and void and treated as if never made, to the extent that after giving effect to such issuance, the Holder together with the other Attribution Parties collectively would beneficially own in excess of 4.99% (the "Maximum Percentage") of the number of shares of Common Stock outstanding immediately after giving effect to such issuance. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and the other Attribution Parties shall include the number of shares of Common Stock held by the Holder and all other Attribution Parties plus the number of shares of Common Stock issuable pursuant to the terms of this Note with respect to which the determination of such sentence is being made, but shall exclude the number of shares of Common Stock which would be issuable (i) pursuant to the terms of the remaining, nonconverted portion of this Note beneficially owned by the Holder or any of the other Attribution Parties and (ii) upon exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any convertible notes or convertible preferred stock or warrants) beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 3(d). For purposes of this Section 3(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. For purposes of determining the number of outstanding shares of Common Stock the Holder may acquire pursuant to the terms of the Note without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (i) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (ii) a more recent public announcement by the Company or (iii) any other written notice by the Company or its transfer agent setting forth the number of shares of Common Stock outstanding (the "Reported Outstanding Share Number"). If the Company receives a Notice of Conversion from the Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall notify the Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Notice of Conversion would otherwise cause the Holder's beneficial ownership, as determined pursuant to this Section 3(d), to exceed the Maximum Percentage, the Holder shall notify the Company of a reduced number of shares of Common Stock to be purchased pursuant to such Notice of Conversion. For any reason at any time, upon the written or oral request of the Holder, the Company shall use commercially reasonable efforts to within one (1) Trading Day confirm, orally and in writing or by electronic mail to the Holder the number of shares of Common Stock then outstanding. In the event that the issuance of shares of Common Stock to the Holder upon conversion of this Note would result in the Holder and the other Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the Exchange Act), the Holder shall notify the Company in writing to reduce the number of shares so issued by which the Holder's and the other

Attribution Parties' aggregate beneficial ownership would exceed the Maximum Percentage (the "Excess Shares") and the issuance of such Excess Shares shall be deemed null and void and shall be cancelled *ab initio* and any portion of the Note so converted shall be reinstated, and the Holder shall not have the power to vote or to transfer the Excess Shares. Upon delivery of a written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% as specified in such notice; provided that (i) any such increase in the Maximum Percentage will not be effective until the sixty-first (61st) day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and the other Attribution Parties and not to any other holder of Notes that is not an Attribution Party of the Holder. For purposes of clarity, it is the intent of the Company and the Holder that the shares of Common Stock issuable pursuant to the terms of this Note in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3(d) to the extent necessary to correct this paragraph (or any portion of this paragraph) which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 3(d) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Note.

Section 4. Certain Adjustments.

(a) *Stock Dividends and Stock Splits.* If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution") payable in shares of Common Stock on shares of Common Stock or any Equity-Linked Securities (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or any payment with respect to, the Note), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction, of which (x) the numerator shall be the number of shares of Common Stock outstanding immediately before such event and (y) the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 4(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or Distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) *Subsequent Issuances.* If the Company, at any time while this Note is outstanding, issues or otherwise sells any shares of Common Stock, or any Equity-Linked Securities, in each case at an Effective Price per share of Common Stock that is less than the Conversion Price in effect (before giving effect to the adjustment required by this Section 4(b)) as of the date of the issuance or sale of such shares or Equity-Linked Securities (such an issuance or sale, a "Subsequent Issuance"), then, effective as of the Close of Business on such date, the Conversion Price will be decreased to an amount equal to the Weighted Average Issuance Price. For these purposes, the "Weighted Average Issuance Price" will be equal to:

$$CP \times CP \times OS + (EP \times X) / CP \times (OS + X)$$

where:

CP = such Conversion Price (before giving effect to the adjustment);

OS = the number of shares of Voting Stock outstanding immediately before such Subsequent Issuance;

EP = the Effective Price per share of Common Stock in such Subsequent Issuance; and

X = the sum, without duplication, of (x) the total number of shares of Common Stock issued or sold in such Subsequent Issuance; and (y) the maximum number of shares of Common Stock underlying such Equity-Linked Securities issued or sold in such Subsequent Issuance;

provided, however, that (A) an Exempt Issuance shall not be deemed a Subsequent Issuance and, as a result, the Conversion Price will not be adjusted pursuant to this Section 4(b) as a result of an Exempt Issuance; (B) the issuance of shares of Common Stock pursuant to any such Equity-Linked Securities will not constitute an additional issuance or sale of shares of Common Stock constituting a Subsequent Issuance for the purposes of this Section 4(b) (it being understood any re-pricing thereof will be subject to this Section 4(b)); and (C) in no event will the Conversion Price be increased pursuant to this Section 4(b).

(c) *Calculations.* All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Voting Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding. Notwithstanding anything to the contrary in this Section 4, no adjustment shall be made to the Conversion Price unless such adjustment would require a change of at 1% in the Conversion Price, and any adjustment that would otherwise be required to be made shall be carried forward and taken into account in any future adjustment.

(d) *Adjustment to Conversion Price.* Whenever the Conversion Price is adjusted pursuant to any provision of this Section 4, the Company shall promptly deliver to the Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment and the calculation of such adjustment.

(e) *19.99% Share Cap.* If, at any time while this Note is outstanding, a Subsequent Issuance, payment of Share Interest, Installment Conversion, Voluntary Conversion or payment of the Fundamental Change Repurchase Price with Fundamental Change Share Consideration would cause the Issuable Note Shares to exceed the 19.99% Share Cap, the Company shall not make such Subsequent Issuance, issue Share Interest, issue shares upon any Installment Conversion or Voluntary Conversion or pay such Fundamental Change Repurchase Price with Fundamental Change Share Consideration, unless the Company has previously obtained the requisite Stockholder Approval; provided that if the Company obtains the requisite Stockholder Approval by written consent, this Section 4(e) shall remain in full force and effect until the twentieth (20th) day following the filing by the Company of a definitive information statement on Schedule 14C with the SEC to disclose the attainment of such Stockholder Approval (the "14C Date").

Section 5. Optional Redemption; Fundamental Change Repurchase.

(a) *Optional Redemption at Election of Company.*

(i) During the period commencing on the Issue Date to and including July 3, 2027 (the "Provisional Call Period"), the Company shall have the right, at its election, to redeem all, or any portion of the Note, at any time and from time to time, for a cash purchase price equal to the principal amount of that portion of the Note being redeemed, plus any accrued and unpaid interest on such principal amount being redeemed (the "Redemption Price"), provided that, (i) the Measurement Price has exceeded 120% of the then-applicable Conversion Price prior to the Optional Redemption Date (as defined below) set forth in the Optional Redemption Notice (as defined below), (ii) the Conversion Shares underlying the principal amount of the Note to be redeemed pursuant to the Optional Redemption Notice shall be Freely Tradeable upon issuance (the "Freely Tradeable Condition"), and (iii) on the delivery date of the Optional Redemption Notice, no Event of Default has occurred and is continuing.

(ii) During the period following expiration of the Provisional Call Period to, but not including the Maturity Date (the "Par Call Period") and, together with the Provisional Call Period, the "Optional Redemption Period"), the Company shall have the right, at its election, but subject

to the satisfaction (or waiver in writing by the Holder) of the Freely Tradeable Condition, to redeem all, or any portion of the Note, at any time and from time to time, for a cash purchase price equal to the Redemption Price.

(iii) In the event the Note is or will be eligible for optional redemption during the Optional Redemption Period, the Company may, at any time and from time to time, deliver a notice to the Holder (an “Optional Redemption Notice”) of its election to redeem some or all of the then-outstanding principal amount of the Note for cash at the Redemption Price. Notwithstanding anything to the contrary in this Section 5, until the Redemption Price is paid in full, the principal amount of the Note to be redeemed pursuant to the Optional Redemption Notice may be converted, in whole or in part, by the Holder into Common Stock pursuant to Section 3.

(iv) Notwithstanding the foregoing or anything to the contrary contained herein, the Company shall, at its option, be permitted to redeem the Holder’s Pro Rata Amount of \$5,000,000 in aggregate principal amount of this Note by paying the Holder’s Pro Rata Amount of \$2,000,000 in cash by wire transfer of immediately available funds (the “Additional Redemption Price”) to the Holder no later than sixty (60) days after the Issue Date (the “Additional Redemption”). The Company may only make one (1) Additional Redemption. The Company is required to deliver written notice of the Additional Redemption to the Holder at least five (5) Business Days prior to the scheduled Additional Redemption date.

(v) Notwithstanding anything herein to the contrary, any payment of the Redemption Price or the Additional Redemption Price shall be subject to the terms of the Subordination Agreement.

(b) *Optional Redemption Procedures.* In connection with any optional redemption pursuant to Section 5(a) hereof, the Company shall deliver to the Holders an Optional Redemption Notice setting out the principal amount of the Note to be redeemed, any accrued and unpaid Interest thereon and the date fixed for redemption (each, an “Optional Redemption Date”); provided an Optional Redemption Notice must be delivered at least forty (40) Business Days prior to its applicable Optional Redemption Date. Any optional redemption of any principal amount of the Note may, at the Company’s discretion, be subject to one or more conditions precedent. The Optional Redemption Date of any optional redemption that is subject to satisfaction of one or more conditions precedent may, in the Company’s discretion, be delayed until such time as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion), or such optional redemption may not occur and any related Optional Redemption Notice may be modified or rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed, in either case by providing notice to the Holder; provided that if an Optional Redemption Date is not rescinded within twenty (20) Business Days thereof, the related Optional Redemption Notice shall become irrevocable.

(c) *Fundamental Change Repurchase.* If a Fundamental Change occurs at any time prior to the Maturity Date, Company shall have the right to repurchase the Note (a “Fundamental Change Repurchase”) on the date (the “Fundamental Change Repurchase Date”) specified by the Company that is not less than twenty (20) Business Days or more than thirty (30) Business Days following the date of the Fundamental Change Repurchase Notice, and in any event, on or after the date of the Fundamental Change, at a repurchase price equal to 101% of the principal amount thereof, plus accrued and unpaid Interest, if any, thereon to, but excluding, the Fundamental Change Repurchase Date (the “Fundamental Change Repurchase Price”). The Company shall pay the Fundamental Change Repurchase Price (i) solely with respect to a Fundamental Change pursuant to clause (c) of the definition thereof whereby the Company’s Class A common stock, par value \$0.0001 per share, and Class B common stock, par value \$0.0001 per share, are exchanged for, converted into, acquired for or constitutes solely the right to receive other securities, in shares of Common Stock (“Fundamental Change Share Consideration”) so long as such Fundamental Change Share Consideration shall not cause the Issuable Note Shares to exceed the 19.99% Share Cap prior to the Company’s receipt of the Stockholder Approval or the 14C Date, if applicable, provided that following the consummation of such Fundamental Change, such securities received in

exchange for such Fundamental Change Share Consideration (x) will be listed and eligible for trading on an Eligible Market and (y) were issued in a transaction registered under the Securities Act or eligible to be sold by the holder thereof without any volume or manner of sale restrictions under the Securities Act pursuant to Rule 144 thereunder and (ii) in all other cases, in cash by wire transfer of immediately available funds. If the Company elects to pay the Fundamental Change Repurchase Price with Fundamental Change Share Consideration, the Company shall notify the Holder in connection with the Fundamental Change Repurchase Notice and the number of shares of Common Stock payable as Fundamental Change Share Consideration on such Fundamental Change Repurchase Date shall be determined by dividing the U.S. Dollar value of the Fundamental Change Repurchase Price by the Fundamental Change Share Price Redemption VWAP.

(d) *Fundamental Change Repurchase Notice.* Prior to the date on which the Company anticipates consummating a Fundamental Change (or, if later, promptly after the Company discovers that a Fundamental Change may occur), a written notice shall be sent by or on behalf of the Company to the Holder, which notice shall contain the date on which the Fundamental Change is anticipated to be effected (or, if applicable, the date on which a Schedule TO or other schedule, form or report disclosing a Fundamental Change was filed) (the "Fundamental Change Repurchase Notice") and the date such notice is delivered to the Holder, the "Fundamental Change Repurchase Notice Date"). The Fundamental Change Repurchase Notice shall specify:

- (i) the events causing the Fundamental Change;
- (ii) the date of the Fundamental Change;
- (iii) the Fundamental Change Repurchase Price;
- (iv) the Fundamental Change Repurchase Date;
- (v) whether, in accordance with Section 5(c), the Company will pay the Fundamental Change Repurchase Price with cash or Fundamental Change Share Consideration and, if the Company will pay with Fundamental Change Share Consideration, the Fundamental Change Share Price Redemption VWAP;
- (vi) the last date on which a Holder may exercise its conversion rights prior to the Fundamental Change Repurchase Date; and
- (vii) the procedures that the Holder must follow in connection with a Fundamental Change Repurchase,

provided, that, no failure of the Company to give the foregoing notices and no defect therein shall limit the Company's repurchase rights or affect the validity of the proceedings for the repurchase of the Note pursuant to this Section 5, provided, further that if an anticipated Fundamental Change related to a Fundamental Change Repurchase Date set forth in a Fundamental Change Repurchase Notice has not occurred as of such Fundamental Change Repurchase Date, the Company may, with notice to the Holder, delay the Fundamental Change Repurchase Date specified within such Fundamental Change Repurchase Notice until the related Fundamental Change has occurred.

(e) *Withdrawal of Fundamental Change Repurchase Notice.* A Fundamental Change Repurchase Notice may be withdrawn (in whole or in part) by means of a written notice of withdrawal delivered by the Company to the Holder at any time prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date, specifying the:

- (i) principal amount of the Note with respect to which such notice of withdrawal is being submitted; and

- (ii) principal amount, if any, of the Note that remains subject to the original Fundamental Change Repurchase Notice.

Section 6. Covenants; Guarantees; Subordination.

(a) Covenants.

(i) Indebtedness.

(1) Neither the Company nor any Subsidiary shall create, incur, assume or suffer to exist any Indebtedness other than the Indebtedness permitted by Section 7.02(b) of the Original Financing Agreement, which, to the extent such permitted Indebtedness is limited by a cap set forth therein, is an amount not to exceed 115% of such capped amount (including, for the avoidance of doubt, any unfunded committed or uncommitted amounts or incremental term loan commitment permitted thereunder); provided that the aggregate principal amount of the Senior Obligations specifically (including any refinancing and replacement thereof) cannot exceed the Senior Debt Cap (as defined in the Subordination Agreement).

(2) While any Notes remain outstanding the Company shall not (x) authorize, incur or issue any Indebtedness that ranks junior or *pari passu* to the Notes that matures before the Maturity Date; provided, however, the Company shall be permitted to issue up to \$35,000,000 in aggregate principal amount of convertible debentures on the Issue Date on terms previously disclosed to the Holder, or (y) amend the maturity date of any existing Indebtedness that rank junior or *pari passu* to the Notes to a maturity date that is before the Maturity Date; provided, however, the Company shall be permitted to amend the Dragonfly Notes to extend the maturity date thereof (for the avoidance of doubt, the Company shall not amend the maturity date of the Dragonfly Notes to a date earlier than January 27, 2028).

(3) The Company shall be permitted to cause the conversion of the Dragonfly Notes pursuant to Section 2(e) thereof (as such section may be amended after the Subscription Date to allow for partial conversions of the Dragonfly Notes); provided that the aggregate principal amount of Dragonfly Notes outstanding after giving effect to any such conversion shall in no event be less than the product of (x) the principal amount of the Dragonfly Notes outstanding as of the Issue Date and (y) the Dragonfly Rate as of the applicable date of determination.

(b) Subordination. Notwithstanding anything to the contrary herein, the payment of the obligations evidenced by this Note, including the guarantees set forth in Section 6(c) hereof, and the exercise of the rights of the Holder hereunder are each expressly subject and subordinated to Senior Obligations in accordance with the terms of that certain Subordination Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Subordination Agreement"), among Holder, the administrative agent under the Senior Obligations, the Loan Parties and each other borrower under the Senior Obligations.

(c) Guarantees. Subject to the provisions of subsections (b) through (g) of this Section 6, each Guarantor who has executed this Note hereby fully, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Guarantor, to the Holder, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the principal of, premium, if any, and interest, on the Note and all other obligations and liabilities of the Company under this Note (including without limitation interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company or any Guarantor whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) (a "Guarantee" and all the foregoing being hereinafter collectively called the "Guarantor Obligations"); provided, however, the Guarantee shall be subject to the Subordination Agreement. Each

Guarantor further agrees (to the extent permitted by law) that the Guarantor Obligations may be extended or renewed, in whole or in part, without notice or further assent from it, and that it will remain bound under this Section 6 notwithstanding any extension or renewal of any Guarantor Obligation.

(i) Each Guarantor waives presentation to, demand of payment from and protest to the Company of any of the Guarantor Obligations and also waives notice of protest for non-payment. Each Guarantor waives notice of any default under the Note or the Guarantor Obligations.

(ii) Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment when due (and not a guarantee of collection) and waives any right to require that any resort be had by the Holder to any security held for payment of the Guarantor Obligations.

(iii) Except as set forth in Section 6(e), the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Guarantor Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guarantor Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by (a) the failure of the Holder to assert any claim or demand or to enforce any right or remedy against the Company or any other person under the Transaction Documents; (b) any extension or renewal granted; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of the Transaction Documents; (d) the release of any security held by the Holder for the Guarantor Obligations or any of them; (e) the failure of the Holder to exercise any right or remedy against any other Guarantor; (f) any change in the ownership of the Company; (g) any default, failure or delay, willful or otherwise, in the performance of the Guarantor Obligations; or (h) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Guarantor or would otherwise operate as a discharge of such Guarantor as a matter of law or equity.

(iv) Each Guarantor agrees that its Guarantee herein shall remain in full force and effect until payment in full of all the Guarantor Obligations or such Guarantor is released from its Guarantee in compliance with Section 6(e) hereof. Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any of the Guarantor Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Company or otherwise.

(v) In furtherance of the foregoing and not in limitation of any other right which the Holder has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Company to pay any of the Guarantor Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Guarantor hereby promises to and will, upon receipt of written demand by the Holder, forthwith pay, or cause to be paid, in cash, to the Holder an amount equal to the sum of (i) the unpaid amount of such Guarantor Obligations then due and owing and (ii) accrued and unpaid interest on such Guarantor Obligations then due and owing (but only to the extent not prohibited by law).

(vi) Each Guarantor further agrees that, as between such Guarantor, on the one hand, and the Holder, on the other hand, (x) the maturity of the Guarantor Obligations guaranteed hereby may be accelerated as provided in this Note for the purposes of its Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guarantor Obligations guaranteed hereby and (y) in the event of any such declaration of acceleration of such Guarantor Obligations, such Guarantor Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purposes of this Guarantee.

(vii) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Holder in enforcing any rights under this Section 6(c).

(d) *Execution and Delivery of Guarantee for Future Guarantors.* Each Subsidiary and other Person that is required to become a Guarantor under the Financing Agreement after the date hereof shall accede to this Note as a Guarantor hereunder and the Guarantor Obligations. The validity and enforceability of any Guarantee shall not be affected by the fact that it is not affixed to any particular security.

(e) *Limitation on Liability; Termination, Release and Discharge.*

(i) Any term or provision of this Note to the contrary notwithstanding, the obligations of each Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor (including, without limitation, any guarantees under the Financing Agreement) and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under this Note, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law and not otherwise being void or voidable under any similar laws affecting the rights of creditors generally.

(ii) Upon the sale or disposition of a Guarantor (by merger, consolidation, the sale of its capital stock or the sale of all or substantially all of its assets (other than by lease)) in a transaction permitted by the Financing Agreement (as in effect on the Subscription Date without giving effect to any subsequent amendment, modification, replacement or refinancing), unless the Guarantor is the surviving entity in such transaction (or the surviving entity is or becomes a direct or indirect Subsidiary of the Company), such Guarantor will be automatically released from all its obligations under this Note and its Guarantee and such Guarantee will terminate; provided, that all the obligations of such Guarantor under the Financing Agreement and related documentation and any other obligations of such Guarantor relating to any other Indebtedness of the Company or its Subsidiaries terminate upon consummation of such transaction; provided, further, that any subsequent amendment, modification, replacement or refinancing of the Financing Agreement may be taken into account for purposes of this Section 6(e)(ii) so long as either (x) such subsequent amendment, modification, replacement or refinancing provides for the use of two-thirds (2/3rd) of the proceeds of such transaction to pay down the Senior Obligations under the Financing Agreement and/or reduce any baskets thereunder or (y) the Holder receives the same ratable consent fee as and when paid to the lenders party to the Financing Agreement in connection with such amendment, modification, replacement or refinancing of the Financing Agreement.

(iii) Notwithstanding anything to the contrary in this Note, any Guarantee given by a Guarantor incorporated in England and Wales does not apply to any liability to the extent that it would result in the guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006.

(f) *Right of Contribution.* Each Guarantor hereby agrees that to the extent that any Guarantor shall have paid more than its proportionate share of any payment made on the obligations under the Guarantees, such Guarantor shall be entitled to seek and receive contribution from and against the Company, or any other Guarantor who has not paid its proportionate share of such payment. The provisions of this Section 6(f) shall in no respect limit the obligations and liabilities of each Guarantor to the Holder and each Guarantor shall remain liable to the Holder for the full amount guaranteed by such Guarantor hereunder.

(g) *No Subrogation.* Notwithstanding any payment or payments made by each Guarantor hereunder, no Guarantor shall be entitled to be subrogated to any of the rights of the Holder against the

Company or any other Guarantor or any collateral security or guarantee or right of offset held by the Holder for the payment of the Guarantor Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Company or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Holder by the Company on account of the Guarantor Obligations are paid in full.

Section 7. Events of Default.

(a) *Events of Default.* Any of the following shall constitute an “Event of Default”:

(i) a default in the payment when due on the Maturity Date or on an Installment Date of the principal the Note or otherwise when due pursuant to the terms of this Note;

(ii) a default for five (5) Business Days in the payment when due of Interest on any Note;

(iii) a default in the Company’s obligation to convert the Note in accordance with Section 3 upon the exercise of the conversion right with respect thereto, if such default is not cured within five (5) Business Days after its occurrence;

(iv) other than as specifically set forth in another clause of this Section 7(a), a default in any of the Company’s obligations or agreements under the Note where such default is not cured or waived in writing by the Holder within forty-five (45) days after the occurrence of such default;

(v) a default by the Company or any of its Subsidiaries with respect to any one or more mortgages, agreements or other instruments under which there is outstanding, or by which there is secured or evidenced, any indebtedness for money borrowed of at least \$10,000,000 (or its foreign currency equivalent) in the aggregate of the Company or any of its Subsidiaries, whether such indebtedness exists as of the Issue Date or is thereafter created, where such default (A) constitutes a failure to pay the principal of or interest on such indebtedness when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, in each case after the expiration of any applicable grace period; provided, that any such default with respect to indebtedness under the Financing Agreement shall not be deemed an Event of Default under this Section 7(a)(v)(A) unless such default is not cured or waived in writing by the Senior Lenders within ninety (90) days after the occurrence of such default; or (B) results in such indebtedness (for the avoidance of doubt, including, without limitation, any indebtedness under the Financing Agreement) becoming, or being declared, due and payable before its stated maturity;

(vi) the Company or any of its Subsidiaries, pursuant to or within the meaning of any Bankruptcy Law, either:

- (1) commences a voluntary case or proceeding;
- (2) consents to the entry of an order for relief against it in an involuntary case or proceeding;
- (3) consents to the appointment of a custodian of it or for any substantial part of its property;
- (4) makes a general assignment for the benefit of its creditors;
- (5) takes any comparable action under any foreign Bankruptcy Law; or

(6) generally is not paying its debts as they become due;

(vii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that either:

(1) is for relief against Company or any of its Subsidiaries in an involuntary case or proceeding;

(2) appoints a custodian of the Company or any of its Subsidiaries, or for any substantial part of the property of the Company or any of its Subsidiaries;

(3) orders the winding up or liquidation of the Company or any of its Subsidiaries; or

(4) grants any similar relief under any foreign Bankruptcy Law, and, in each case under this Section 7(a)(vii)(4), such order or decree remains unstayed and in effect for at least sixty (60) days;

(viii) a final judgment or judgments for the payment of money (to the extent not paid or fully covered by insurance maintained in accordance with the requirements of the Financing Agreement and as to which the relevant insurance company has not denied coverage) aggregating in excess of \$3,000,000 are rendered against the Company or any of its Subsidiaries and which judgments are not, within sixty (60) days after the entry, assessment or issuance thereof, bonded, discharged or stayed pending appeal, or are not discharged within sixty (60) days after the expiration of such stay; and

(ix) a default in any of the Company's obligations or agreements under Sections 9(a) or 9(b) of this Note where such default is not cured or waived in writing by the Holder within ninety (90) days after the occurrence of such default.

(b) Remedies Upon Event of Default. If any Event of Default occurs, the outstanding principal amount of the Note, plus accrued and unpaid interest to the extent required by Section 2 hereof and all other amounts owing in respect thereof through the date of acceleration, shall become, at the election of the Holder, immediately due and payable in cash; provided, however, that if an Event of Default specified in Section 7(a)(vi) or Section 7(a)(vii) occurs, the outstanding principal amount of the Note, plus accrued and unpaid interest to the extent required by Section 2 hereof and all other amounts owing in respect thereof through the date of acceleration, shall become and shall automatically be immediately due and payable without any declaration or other act on the part of the Holder. Upon the payment in full of all amounts due to the Holder, the Holder shall promptly surrender this Note to or as directed by the Company. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 7(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 8. Installment Conversion Or Redemption.

(a) General.

(i) On each applicable Installment Date, the Company shall pay to the Holder the Installment Amount due on such date by converting all or some of such Installment Amount into Common Stock, in accordance with this Section 8 (an "Installment Conversion" and such shares, the "Installment Conversion Shares"); provided, however, that the Company may, at its option following written notice to the Holder as set forth below, pay such Installment Amount by redeeming such Installment Amount in cash (an "Installment Redemption") or by any combination of an Installment Conversion and an Installment Redemption so long as all of the outstanding

applicable Installment Amount due on any Installment Date shall be converted and/or redeemed by the Company on the applicable Installment Date, subject to the provisions of this Section 8.

(ii) On or prior to the date which is the ninety fifth (95th) calendar day prior to each Installment Date, to the extent the Company is no longer prohibited under the Financing Agreement to pay an Installment Amount pursuant to an Installment Redemption and the Company elects to pay such Installment Amount in whole or in part pursuant to an Installment Redemption, then, the Company shall deliver written notice (each, an “Installment Notice” and the date all of the holders of Notes receive such notice is referred to as an “Installment Notice Date”), to each holder of Notes, which Installment Notice shall (i) state that the Company elects to redeem for cash, or is required to redeem for cash in accordance with the provisions of the Notes, in whole or in part, the applicable Installment Amount pursuant to an Installment Redemption and (ii) specify the portion of such Installment Amount which the Company elects or is required to redeem pursuant to an Installment Redemption (such amount to be redeemed, the “Installment Redemption Amount”) and the portion of such Installment Amount that shall be converted to Common Stock pursuant to an Installment Conversion (such amount to be converted, the “Installment Conversion Amount”), which amounts, when added together, must equal the applicable Installment Amount and (iii) if the Installment Amount is to be paid in part in Common Stock pursuant to an Installment Conversion, certify that no Equity Conditions Failure has occurred as of the applicable Installment Notice Date.

(iii) If the Company does not timely deliver an Installment Notice in accordance with this Section 8, then the Company shall be deemed to have delivered an irrevocable Installment Notice confirming an Installment Conversion in whole and shall be deemed to have certified that there shall not have occurred an Equity Conditions Failure in connection with such Installment Conversion as of the applicable Installment Notice Date. Each Installment Notice and deemed Installment Notice pursuant to the immediately preceding sentence shall be irrevocable for the applicable Installment Date. Except as expressly provided in this Section 8, the Company shall convert and/or redeem the applicable Installment Amount of this Note on any given Installment Date pursuant to this Section 8 and the corresponding Installment Amounts of any other Notes on such Installment Date pursuant to the corresponding provisions of any such other Notes in the same ratio of the Installment Amount being converted and/or redeemed hereunder. The Installment Conversion Amount (whether set forth in the Installment Notice or by operation of this Section 8) shall be converted in accordance with Section 8(b) and the Installment Redemption Amount shall be redeemed in accordance with Section 8(c). Notwithstanding anything herein to the contrary, in the event of any partial conversion or redemption of this Note, the Conversion Amount converted or redeemed shall be deducted in reverse order starting from the final Installment Amount to be paid hereunder on the final Installment Date, unless the Holder otherwise indicates and allocates among any Installment Dates hereunder in a written notice to the Company.

(b) Mechanics of Installment Conversion.

(i) If the Company delivers an Installment Notice and confirms, or is deemed to have confirmed, in whole or in part, an Installment Conversion in accordance with Section 8(a), then, on the applicable Installment Date, the Company shall, or shall direct its transfer agent to, credit the Holder’s account with the Depository Trust Company (“DTC”) with (or if the Company’s transfer agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the Holder a certificate for) a number of shares of Common Stock equal to the quotient of (x) the Installment Conversion Amount related to the applicable Installment Date, divided by (y) the Installment Conversion Price then in effect, rounded up to the nearest whole share of Common Stock; provided, that no Equity Conditions Failure has occurred (or waived in writing by the Holder) on each day during the period commencing on the applicable Installment Notice Date through the related Installment Date.

(ii) On the second (2nd) Trading Day immediately after each Installment Date, the Company shall deliver a written notice setting forth the calculation of the Installment Conversion Shares (and the calculation of the component parts of such calculation) to the Holder and any holders of any other Notes. All Installment Conversion Shares shall be fully paid and nonassessable shares of Common Stock (rounded down to the nearest whole share).

(iii) If an Equity Conditions Failure occurs as of the applicable Installment Notice Date, then, unless the Company has elected to redeem such Installment Amount, the Installment Notice shall indicate that unless the Holder waives the applicable Equity Conditions Failure, the Installment Amount shall be redeemed for cash. If the Company confirmed (or is deemed to have confirmed by operation of Section 8(a)) the conversion of the applicable Installment Conversion Amount, in whole or in part, and there was no Equity Conditions Failure as of the applicable Installment Notice Date (or is deemed to have certified that there is no Equity Conditions Failure in connection with any such conversion by operation of Section 8(a)) but an Equity Conditions Failure occurred between the applicable Installment Notice Date and any time through the related Installment Date (an "Interim Installment Period"), the Company shall provide the Holder a subsequent written notice to that effect. If an Equity Conditions Failure occurs (unless waived in writing by the Holder) during such Interim Installment Period, then at the option of the Holder designated in writing to the Company, the Holder may require the Company to do either one or both of the following: (i) the Company shall redeem all or any part designated by the Holder of the Installment Conversion Amount (such designated amount is referred to as the "Designated Redemption Amount") on such Installment Date and the Company shall pay to the Holder on such Installment Date, by wire transfer of immediately available funds, an amount in cash equal to 100% of such Designated Redemption Amount and/or (ii) the Installment Conversion shall be null and void with respect to all or any part designated by the Holder of the unconverted Installment Conversion Amount and the Holder shall be entitled to all the rights of a holder of this Note with respect to such amount of the Installment Conversion Amount. If the Company fails to redeem any Designated Redemption Amount on or before the applicable Installment Date by payment of such amount on the applicable Installment Date, then, the Holder shall have the rights set forth in Section 7(b) as if the Company failed to pay the applicable Installment Redemption and all other rights under this Note (including, without limitation, such failure constituting an Event of Default described in Section 7(a)(i)).

(iv) Notwithstanding anything to the contrary in this Section 8(b), but subject to the limitations set forth in Section 3(d), until the Company credits the Holder's account with DTC with, or if the Company's transfer agent is not participating in the DTC Fast Automated Securities Transfer Program, issues and delivers to the Holder a certificate for, the shares of Common Stock representing the Installment Conversion Amount to the Holder, the Installment Conversion Amount may be converted by the Holder into Common Stock pursuant to Section 3. In the event that the Holder elects to convert the Installment Conversion Amount prior to the applicable Installment Date as set forth in the immediately preceding sentence, the Installment Conversion Amount so converted shall be deducted in reverse order starting from the final Installment Amount to be paid hereunder on the final Installment Date, unless the Holder otherwise indicates and allocates among any Installment Dates hereunder in the applicable Notice of Conversion. The Company shall pay any and all taxes that may be payable with respect to the issuance and delivery of any Installment Conversion Shares in any Installment Conversion hereunder.

(c) Mechanics of Installment Redemption. If the Company elects (or is required) to pay the Installment Amount due on an Installment Date pursuant to an Installment Redemption in accordance with Section 8, then the Installment Redemption Amount which is to be paid to the Holder on the applicable Installment Date shall be redeemed by the Company and the Company shall pay to the Holder on such Installment Date, by wire transfer of immediately available funds, an amount in cash (the "Installment Redemption Price") equal to 100% of the Installment Redemption Amount. If the Company fails to redeem the Installment Redemption Amount on the applicable Installment Date by payment of the Installment Redemption Price on such date, then, at the option of the Holder designated in writing to the Company (any such designation shall be deemed a "Notice of Conversion" pursuant to Section 3 for purposes of this Note),

(i) the Holder shall have the rights set forth in Section 7(b) as if the Company failed to pay the applicable Installment Redemption Price and all other rights as a Holder of Notes (including, without limitation, such failure constituting an Event of Default described in Section 7(a)(i)) and (ii) the Holder may require the Company to convert all or any part of the Installment Redemption Amount at the Installment Conversion Price as in effect on the applicable Installment Date. Notwithstanding anything to the contrary in this Section 8(c), but subject to Section 3(d), until the Installment Redemption Price is paid in full, the Installment Redemption Amount may be converted, in whole or in part, by the Holder into Common Stock pursuant to Section 3. In the event the Holder elects to convert all or any portion of the Installment Redemption Amount prior to the applicable Installment Date as set forth in the immediately preceding sentence, the Installment Redemption Amount so converted shall be deducted in reverse order starting from the final Installment Amount to be paid hereunder on the final Installment Date, unless the Holder otherwise indicates and allocates among any Installment Dates hereunder in the applicable Notice of Conversion.

(d) Installment Blocker Notice; Designated Specified Amounts. Notwithstanding the foregoing, if (i) the Company has elected (or is deemed to have elected by operation of this Section 8) to effect an Installment Conversion pursuant to this Section 8 with respect to the applicable Installment Date, (ii) the Company is permitted pursuant to this Section 8 to effect such Installment Conversion on such Installment Date if not for Section 3(d) and (iii) prior to such Installment Date the Holder has delivered to the Company a written notice (A) stating that such Installment Conversion would result in a violation of Section 3(d) and (B) specifying the portion of the applicable Installment Amount with respect to which such Installment Conversion would result in a violation of Section 3(d) if such Installment Conversion were effected (such amount so specified is referred to herein as the “Designated Specified Amount”), the Holder shall require the Company to hold the shares of Common Stock issuable to the Holder pursuant to such Installment Conversion of the Designated Specified Amount in abeyance for the Holder until such time or times as its right thereto would not result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall promptly, but in any event within one (1) Trading Day of delivery of such notice to the Company be delivered such shares to the extent as if there had been no such limitation.

Section 9. Reporting. So long as amounts due under this Note remain outstanding, the Company shall furnish to the Holder:

(a) if the Company is subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, all Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K that the Company is required to file with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act within fifteen (15) calendar days after the date that the Company is required to file the same (after giving effect to all applicable grace periods under the Exchange Act); provided, however, that the Company need not send to the Holder any material for which the Company has received, or is seeking in good faith and has not been denied, confidential treatment by the SEC, and any report that the Company files with the SEC through the EDGAR system (or any successor thereto) will be deemed to be sent to the Holder at the time such report is so filed via the EDGAR system (or such successor); and

(b) if the Company is not subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, at any time when the Conversion Shares issuable upon conversion of the Note are “restricted securities” (as defined in Rule 144), the information required to be delivered pursuant to Rule 144(c)(2) under the Securities Act.

Section 10. Miscellaneous.

(a) Interpretive Provisions. With reference to this Note, unless otherwise specified herein:

(i) the meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(ii) the words “herein,” “hereto,” “hereof” and “hereunder” and words of similar import when used in this Note shall refer the Note as a whole and not to any particular provision thereof.

(iii) references in this Note to an Exhibit, Schedule, Article, Section, clause or subclause refer to the appropriate Exhibit or Schedule to, or Article, Section, clause or subclause in this Note;

(iv) the term “including” is by way of example and not limitation;

(v) the term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form;

(vi) any reference herein to any Person shall be construed to include such Person’s successors and assigns; and

(vii) on the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(b) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder shall be in writing and delivered personally, by email attachment or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth on the Company’s signature page hereto, or such other email address or address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 10(b). Any and all notices or other communications or deliveries to be provided by the Company hereunder, including, without limitation, an Optional Redemption Notice or Fundamental Change Repurchase Notice, shall be in writing and delivered personally or by email attachment or sent by a nationally recognized overnight courier service addressed to the Holder at the email address or address of the Holder appearing on the books of the Company, or if no such email attachment or address appears on the books of the Company, at the principal place of business of the Holder, as set forth in the Redemption and Exchange Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email attachment to the email address set forth in the Redemption and Exchange Agreement prior to 5:30 p.m. (District of Columbia time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via email attachment to the email address set forth in the Redemption and Exchange Agreement on a day that is not a Trading Day or later than 5:30 p.m. (District of Columbia time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service and (iv) upon actual receipt by the party to whom such notice is required to be given.

(c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Note.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the “New York Courts”). Each

party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(e) Amendments; Waivers. Any provision of this Note may be amended or waived, and consent to any departure by the Company of the terms of this Note may be granted, by a written instrument executed by the Company and the Required Holders. Any amendment or waiver by the Company and the Required Holders shall be binding on the Holder of this Note and all holders of the other Notes. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion.

(f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances so long as this Note as so modified continues to express, without material change, the original intentions of the Company and the Holder as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the Company or the Holder or the practical realization of the benefits that would otherwise be conferred upon the Company or the Holder. The Company and the Holder will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(g) Usury. Notwithstanding any provision to the contrary contained herein, it is expressly agreed and provided that the total liability of the Company under the this Note (or any other related transaction documents) for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the such documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law and applicable to the such documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the such documents from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Holder with respect to indebtedness evidenced by the Note and other transaction documents, such excess shall be applied by the Holder to the unpaid principal balance of the Note or be refunded to the Company, the manner of handling such excess to be at the Holder's election.

(h) Remedies; Other Obligations. The remedies provided in this Note shall be cumulative and the exclusive remedies for any failure by the Company to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion, redemption and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof).

(i) Transfer Restrictions. Except as provided in this Section 10(i), the transfer, assignment or participation of any amount of this Note effected by the Holder is subject to the Company's prior written consent, and the Company reserves the right to refuse to transfer, assign or grant a participation in this Note until such condition has been fulfilled with respect to such transfer, assignment or participation. Notwithstanding the foregoing, a Holder may transfer or assign this Note or any portion thereof (or any shares of Common Stock issuable upon conversion thereof) without the consent of the Company to (i) an Affiliate of the Holder (a "Related Party Assignee" and such an assignment, a "Related Party Assignment") who executes a joinder and becomes party to Sections 2 and 5 of Redemption and Exchange Agreement and Note, provided, that the Company may continue to deal solely with such assigning or selling Holder unless and until the Holder has delivered a request to assign or sell the Note or portion thereof to the Company for recordation in the Register; or (ii) to a Person who is not a Related Party Assignee (a "Non-Related Party Assignee" and such an assignment, a "Non-Related Party Assignment"), provided the (w) aggregate principal amount of the Note so transferred or assigned is at least \$1,000,000, (x) Non-Related Party Assignee is not a direct competitor of the Company that either competes in the same market as the Company with substantially similar products or services or has been identified as a competitor in recent SEC filings by the Company, (y) following such transfer or assignment there shall not be more than twenty (20) holders of Notes (the "Maximum Holders Condition") and (z) the Non-Related Party Assignee executes a joinder and becomes party to Sections 2 and 5 of the Redemption and Exchange Agreement, Note and such other documentation reasonably requested by the Company (collectively, a "Qualifying Non-Related Party Assignment"). For the avoidance of doubt, a Related Party Assignee shall not (i) cease to be an Affiliate of its affiliated assignor Holder unless, at such time, a transfer or assignment of the Note or any portion thereof then held by the Related Party Assignee to the Related Party Assignee would also satisfy the requirements of a Qualifying Non-Related Party Assignment or (ii) transfer or assign all or any portion of the Note then held by the Related Party Assignee to a Non-Related Party Assignee unless such transfer or assignment is a Qualifying Non-Related Party Assignment. Upon request of the Holder, the Company shall promptly, but in any event, within two (2) Business Days of such request, advise the Holder as to the number of holders of Notes so that the Holder can determine whether any given transfer will comply with the Maximum Holders Condition.

(j) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

(k) Execution. In the event that any signature to this Note is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or other electronic transmission (including pdf format and any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or such other electronic transmission signature page were an original thereof.

(l) Further Assurances. Each of the Company and the Required Holders hereby agrees, at the sole expense of the Company, to take such actions consistent with the terms of this Note as may be reasonably necessary, including, if necessary, any amendments hereto in accordance with Section 10(e) in order to ensure that Issuable Note Shares, are Freely Tradeable upon issuance pursuant to the then applicable guidance of the U.S. Securities and Exchange Commission without changing the economic terms set forth in this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Guarantors have caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

FISCALNOTE HOLDINGS, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

GUARANTORS:

FISCALNOTE, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

CQ-ROLL CALL, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

VOTERVOICE, L.L.C.

By: FiscalNote, Inc., its sole manager

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

FISCALNOTE INTERMEDIATE HOLDCO, INC. (F/K/A FISCALNOTE HOLDINGS, INC.)

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

FIRESIDE 21, LLC

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

FACTSQUARED, LLC

[Signature Page to Note]

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

FRONTIER STRATEGY GROUP LLC

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

PREDATA, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

CURATE SOLUTIONS, INC.

By: /s/ Jon Slabaugh
Name: Jon Slabaugh
Title: Treasurer

[Signature Page to Note]

Form of Subordination Agreement

Intentionally omitted in reliance upon Item 601(a)(5)

NOTICE OF CONVERSION

The undersigned hereby elects to convert the 7.50% Senior Subordinated Convertible Promissory Note due November 13, 2029 (the "Note") of FiscalNote Holdings, Inc., a Delaware corporation (the "Company"), held by it into shares of Class A common stock, par value \$0.0001 per share, of the Company (the "Common Stock") according to the conditions contained in the Note, as of the date written below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Note. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company to effect such conversion.

Conversion Information:

Conversion Date:

Principal Amount of the Note:

Number of Shares of Common Stock to Be Issued:

Signature:

Name:

Address for Delivery of Common Stock Certificates:

or

DWAC Instructions:

Broker No:

Account No:

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Josh Resnik, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of FiscalNote Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
-

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

August 15, 2025

/s/ Josh Resnik

Josh Resnik
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jon Slabaugh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of FiscalNote Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.
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August 15, 2025

/s/ Jon Slabaugh

Jon Slabaugh
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of FiscalNote Holdings, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Josh Resnik, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 15, 2025

/s/ Josh Resnik

Josh Resnik
Chief Executive Officer
(Principal Executive Officer)

In connection with the Quarterly Report of FiscalNote Holdings, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Jon Slabaugh, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 15, 2025

/s/ Jon Slabaugh

Jon Slabaugh
Chief Financial Officer
(Principal Financial Officer)
